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TITLE 3—THE PRESIDENT

EXECUTIVE ORDER 10165

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE RAILWAY EXPRESS AGENCY, INC., AND CERTAIN OF ITS EMPLOYEES

WHEREAS a dispute exists between the Railway Express Agency, Inc., a carrier, and certain of its employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, A. F. of L., Locals 808 and 459, a labor organization; and

WHEREAS this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), I hereby create a board of three members, to be appointed by me, to investigate the said dispute. No member of the said board shall be pecuniarily or otherwise interested in any organization of railway employees or any carrier.

The board shall report its findings to the President with respect to the said dispute within thirty days from the date of this order.

As provided by section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the board has made its report to the President, no change, except by agreement, shall be made by the Railway Express Agency, Inc., or by its employees, in the conditions out of which the said dispute arose.

HARRY S. TRUMAN

THE WHITE HOUSE,
October 3, 1950.

[F. R. Doc. 50-8805; Filed, Oct. 4, 1950; 3:02 p. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter III—Farmers Home Administration, Department of Agriculture

Subchapter B—Farm Ownership Loans

PART 311—BASIC REGULATIONS

SUBPART B—LOAN LIMITATIONS

AVERAGE VALUES OF FARMS AND INVESTMENT LIMITS; FLORIDA

For the purposes of title I of the Bankhead-Jones Farm Tenant Act, as amended, average values of efficient family-type farm-management units and investment limits for the counties identified below are determined to be as herein set forth; and § 311.30, Chapter III, Title 6 of the Code of Federal Regulations (13 F. R. 9381), is amended by adding said counties, average values, and investment limits to the tabulations appearing in said section under the State of Florida.

FLORIDA

County	Average value	Investment limit
Charlotte	$12,500	$12,000
Collier	12,500	12,000

(Sec. 41, 60 Stat. 1066; 7 U. S. C. 1015. Interprets or applies secs. 3, 44, 60 Stat. 1074, 1069; 7 U. S. C. 1003, 1018)

Issued this 2d day of October 1950.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50-8739; Filed, Oct. 5, 1950; 8:47 a. m.]

PART 311—BASIC REGULATIONS

SUBPART B—LOAN LIMITATIONS

AVERAGE VALUES OF FARMS AND INVESTMENT LIMITS, FLORIDA

For the purposes of title I of the Bankhead-Jones Farm Tenant Act, as amended, average values of efficient family-type farm-management units and investment limits for the counties

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identified below are determined to be as herein set forth. The average values and investment limits heretofore established for said counties, which appear in the tabulations of average values and investment limits under § 311.30, Chapter III, Title 6 of the Code of Federal Regulations (13 F. R. 9381), are hereby superseded by the average values and investment limits set forth below for said counties.

FLORIDA

County	Average value	Investment limit
Alachua	$12,500	$12,000
Bradford	8,000	8,000
Brevard	12,500	12,000
Broward	12,500	12,000
Calhoun	12,000	12,000
Columbia	12,000	12,000
Dade	12,500	12,000
De Soto	12,500	12,000
Dixie	10,000	10,000
Escambia	12,500	12,000
Gadsden	15,000	12,000
Gilchrist	10,000	10,000
Glades	12,500	12,000
Hamilton	12,000	12,000
Hardee	12,500	12,000
Hendry	12,500	12,000
Highlands	12,500	12,000
Hillsborough	15,000	12,000
Holmes	10,000	10,000
Indian River	12,500	12,000
Jackson	15,000	12,000
Jefferson	12,000	12,000
Lake	12,500	12,000
Lee	12,500	12,000
Levy	12,500	12,000
Madison	12,000	12,000
Manatee	15,000	12,000
Marion	12,500	12,000
Martin	12,500	12,000
Nassau	7,500	7,500
Okaloosa	10,000	10,000
Okeechobee	12,500	12,000
Orange	12,500	12,000
Osceola	12,500	12,000
Palm Beach	12,500	12,000
Pasco	10,000	10,000
Polk	15,000	12,000
Saint Lucie	12,500	12,000
Santa Rosa	12,000	12,000
Sarasota	15,000	12,000
Seminole	12,500	12,000
Sumter	10,000	10,000
Suwannee	12,000	12,000
Taylor	8,500	8,500
Union	8,000	8,000
Volusia	12,000	12,000
Wakulla	8,000	8,000
Walton	10,000	10,000
Washington	10,000	10,000

(Sec. 41, 60 Stat. 1066; 7 U. S. C. 1015. Interprets or applies secs. 3, 44, 60 Stat. 1074, 1069; 7 U. S. C. 1003, 1018)

Issued this 2d day of October 1950.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50-8740; Filed, Oct. 5, 1950; 8:47 a. m.]

Chapter IV—Production and Marketing Administration and Commodity Credit Corporation, Department of Agriculture

Subchapter C—Loans, Purchases, and Other Operations

[1950 C. C. C. Grain Price Support Bulletin 1, Amdt. 1 to Supp. 1, Rice]

PART 601—GRAINS AND RELATED COMMODITIES

ELIGIBLE RICE

The regulations issued by the Commodity Credit Corporation and the Production and Marketing Administration published in 15 F. R. 3054, 3147, and 5149, governing the making of loans and containing the requirements of the purchase agreement program on rice produced in 1950 are hereby amended as follows:

In § 601.373 *Eligible rice*, paragraph (c) shall be deleted and the following inserted in lieu thereof:

(c) In accordance with the Official Standards of the United States for Rough Rice, the rice must be of the varieties included in the classes I to X, inclusive.

(Sec. 4, 62 Stat. 1070, as amended; 15 U. S. C. Sup. 714b. Interprets or applies sec. 5, 62 Stat. 1072, secs. 101, 301, 401, Pub. Law 439, 81st Cong., 15 U. S. C. Sup., 714c)

Issued this 2d day of October 1950.

[SEAL] ELMER F. KRUSE,
Vice President,
Commodity Credit Corporation.

Approved:

RALPH S. TRIGG
President,
Commodity Credit Corporation.

[F. R. Doc 50-8738; Filed, Oct. 5, 1950; 8:46 a. m.]

TITLE 7—AGRICULTURE

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

[Amdt. 3]

PART 416—CORN CROP INSURANCE

SUBPART—REGULATIONS FOR THE 1950 AND SUCCEEDING CROP YEARS

MISCELLANEOUS AMENDMENTS

The above-identified regulations (14 F. R. 5290, 6674, 15 F. R. 4161) are hereby amended for the 1951 and succeeding crop years as follows:

1. Section 416.9 (c) is amended to read as follows:

§ 416.9 *Death, incompetence, or disappearance of insured.* * * *

(c) If an applicant for insurance or an insured dies or is judicially declared incompetent less than 15 days before the closing date for the filing of applications for insurance in any year and before the beginning of planting of the corn crop intended to be covered by insurance, whoever succeeds him on the farm with the right to plant the corn crop as his heir or heirs, administrator, executor, guardian, committee or conservator, may be substituted for the applicant or the insured upon filing with the county office, within 15 days (unless such period is extended in writing by the Corporation) after the date of such death or judicial declaration, a statement in writing in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant with respect to such corn crop arising out of such application or the contract: *Provided*, That any substitution made pursuant to this paragraph shall be effective only with respect to the corn crop to be planted in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is approved by the Corporation, the application shall be void or the contract shall terminate.

2. The following section is hereby added:

§ 416.18 *Monetary coverage for silage corn.* Insurance on a monetary coverage basis shall include true type silage

corn and thick-planted corn for silage in counties designated by the Corporation. In counties so designated the provisions of the monetary coverage policy shown in § 416.17 shall apply as amended by a rider which shall contain the following provisions:

(a) Notwithstanding any other provisions of the policy: (1) The corn to be insured shall include true type silage corn and thick-planted corn for silage; and (2) in determining any loss under the contract, any production of insurable corn (regardless of type) used for ensilage and any unharvested true type silage corn or thick-planted corn for silage shall be determined and valued on a per ton basis. The price per ton shall be determined annually by the Corporation and shall be shown by March 15 of each year on the county actuarial table on file in the county office.

(b) The words "ensilage or" are hereby deleted from section 15 (b) of the policy.

Adopted by the Board of Directors on September 22, 1950.

(Secs. 506, 516, 52 Stat. 73, 77, as amended; 7 U. S. C. and Sup., 1506, 1516. Interpret or apply secs. 507–509, 52 Stat. 73–75, as amended; 7 U. S. C. and Sup., 1507–1509)

[SEAL] R. J. POSSON,
Secretary,
Federal Crop Insurance Corporation.

Approved on October 2, 1950.

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50–8741; Filed, Oct. 5, 1950; 8:47 a. m.]

[Amdt. 7]

PART 418—WHEAT CROP INSURANCE

SUBPART—REGULATIONS FOR 1950 AND SUCCEEDING CROP YEARS

MISCELLANEOUS AMENDMENTS

The above-identified regulations (14 F. R. 1455, 4548, 5303, 6675, 7641, 7701, 15 F. R. 2483) are hereby amended as follows:

1. Section 418.159, paragraph (c) is amended with respect to wheat crops insured for 1951 and succeeding crop years to read as follows:

(c) If an applicant for insurance or an insured dies or is judicially declared incompetent less than 15 days before the closing date for the filing of applications for insurance in any year and before the beginning of seeding of the wheat crop intended to be covered by insurance, whoever succeeds him on the farm with the right to seed the wheat crop as his heir or heirs, administrator, executor, guardian, committee, or conservator, may be substituted for the applicant or the insured upon filing with the county office, within 15 days (unless such time is extended in writing by the Corporation) after the date of such death or judicial declaration, a statement in writing in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant with respect to such wheat crop arising out of such application or the contract: *Provided*, That any substitution made pursuant to this paragraph shall be effective only with respect to the wheat crop to be seeded in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is approved by the Corporation, the application shall be void or the contract shall terminate.

2. Section 30, paragraph (h), of the Commodity Coverage Policy as shown in § 418.167 and section 30, paragraph (h), of the Monetary Coverage Policy as shown in § 418.168, as amended, are amended with respect to wheat crops insured for 1951 and succeeding crop years to read as follows:

30. *Meaning of terms.* * * *

(h) "Substitute crop" in all states except California means any crop, except lespedeza, annual legumes used for a green manure crop or for a cover crop and not harvested, biennial and perennial legumes and perennial grasses, planted on released acreage before harvest of wheat becomes general in the county as determined by the Corporation. Biennial and perennial legumes and perennial grasses seeded with the wheat or in the growing wheat crop shall not be considered a substitute crop. If other small grains are seeded in a growing wheat crop on released acreage, the crop of mixed wheat and other grains shall be considered a substitute crop.

"Substitute crop" in California means any crop, except lespedeza, annual legumes used for a green manure crop or for a cover crop and not harvested, biennial and perennial legumes and perennial grasses, planted on released acreage before wheat generally in the area is mature as determined by the Corporation. Biennial and perennial legumes and perennial grasses seeded with the wheat or in the growing wheat crop shall not be considered a substitute crop. If other small grains are seeded in a growing wheat crop on released acreage, the crop of mixed wheat and other grains shall be considered a substitute crop.

3. Section 18 of the Commodity Coverage Policy as shown in § 418.167 and section 18 of the Monetary Coverage Policy as shown in § 418.168 are amended with respect to wheat crops insured for the 1952 and succeeding crop years to read as follows:

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of (a) all the insurable acreage of wheat in the county in which the insured has 100 percent interest in the crop at the time of seeding, or (b) all the insurable acreage of wheat in the county owned by one person which is operated by the insured as a share tenant, or (c) all the insurable acreage of wheat in the county which is owned by the insured and is rented to one share tenant at the time of seeding. However, an applicant or an insured may elect to combine all insurance units into one combination unit, or to change from a combination unit, by giving notice to the Corporation by the closing date preceding the crop year the election is to become effective. Any such election shall be given to the county office in writing on a form prescribed by the Corporation. For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee.

Adopted by the Board of Directors on September 22, 1950.

(Secs. 506, 516, 52 Stat. 73, 77, as amended; 7 U. S. C. and Sup., 1506, 1516. Interpret or apply secs. 507–509, 52 Stat. 73–75, as amended; 7 U. S. C. and Sup., 1507–1509)

[SEAL] R. J. POSSON,
Secretary,
Federal Crop Insurance Corporation.

Approved on October 2, 1950.

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50–8743; Filed, Oct. 5, 1950; 8:47 a. m.]

PART 419—COTTON CROP INSURANCE

SUBPART—REGULATIONS FOR THE 1951 AND SUCCEEDING CROP YEARS

MISCELLANEOUS AMENDMENTS

By virtue of the authority contained in the Federal Crop Insurance Act, as amended, the "Regulations for the 1950 and Succeeding Crop Years," as amended (14 F. R. 4713, 15 F. R. 2621), which shall continue in full force and effect through the 1950 crop year, are hereby amended for the 1951 and succeeding crop years to read as set forth below. The provisions of this subpart shall, until amended or superseded, apply to all continuous cotton contracts as they relate to the 1951 and succeeding crop years.

Sec.
419.1 Availability of cotton crop insurance.
419.2 Coverages per acre.
419.3 Premium rates.
419.4 Application for insurance.
419.5 The contract.
419.6 Reduction of premium based on good experience.
419.7 Public notice of indemnities paid.
419.8 Death, incompetence, or disappearance of insured.
419.9 Refund of excess note payments.
419.10 Creditors.
419.11 Partial insurance protection.
419.12 Rounding of fractional units.
419.13 Changes in continuous contracts covering the 1950 and succeeding crop years.
419.14 The commodity coverage policy.
419.15 The monetary coverage policy.

AUTHORITY: §§ 419.1 to 419.15 issued under secs. 506, 516, 52 Stat. 73, 77; 7 U. S. C. 1506, 1516. Interpret or apply secs. 507, 508, 509, 52 Stat. 73–75; as amended, Pub. Law 268, 81st Cong., 7 U. S. C. and Sup. 1507, 1508, 1509.

§ 419.1 *Availability of cotton crop insurance.* (a) Cotton crop insurance will be provided only in accordance with this subpart in not to exceed the number of counties prescribed by the Federal Crop Insurance Act, as amended. A list of these counties will be published annually by amendment to this section.

(b) Insurance on either a commodity coverage basis or a monetary coverage basis may be offered under this subpart. The type(s) of coverage applicable to each county will be designated (1) by the Corporation and shown on the county actuarial table, and (2) by amendment to this section.

(c) Insurance will not be provided with respect to applications for cotton insurance filed in a county in accordance with this subpart unless such written

applications, together with cotton crop insurance contracts in force for the ensuing crop year, cover the minimum number of farms prescribed by the Federal Crop Insurance Act, as amended. For this purpose an insurance unit shall be counted as one farm.

§ 419.2 *Coverages per acre.* The Corporation shall establish coverages per acre by areas which shall not be in excess of the maximum limitations prescribed in the Federal Crop Insurance Act, as amended. Coverages so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year.

§ 419.3 *Premium rates.* The Corporation shall establish premium rates per acre by areas for all acreage for which coverages are established and such rates shall be those deemed adequate to cover claims for cotton crop losses and to provide a reasonable reserve against unforeseen losses. Premium rates so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year.

§ 419.4 *Application for insurance.* Application for insurance on a Corporation form entitled "Application for Crop Insurance on Cotton" may be made by any person to cover his interest as landlord, owner-operator, tenant, or share-cropper in a cotton crop. For any crop year applications shall be submitted to the county office on or before the following applicable closing date preceding such crop year.

(a) January 31 for Lubbock County, Texas.

(b) February 28 for Taylor and Runnels Counties, Texas.

(c) March 25 for all counties in Arizona and New Mexico.

(d) March 31 for Houston County, Alabama; Burke and Dooly Counties, Georgia; all parishes in Louisiana; Covington, Jefferson Davis, Marion and Walthall Counties, Mississippi; Orangeburg County, South Carolina; and Bell, Burleson, Collin, Delta, Ellis, Falls, Fannin, Grayson, Hunt, Hill, Lamar, Milam, McLennan, Navarro, Red River, Rockwall, and Williamson Counties, Texas.

(e) April 10 for all other counties.

§ 419.5 *The contract.* Upon acceptance of an application for insurance by the Corporation, the contract shall be in effect and will consist of the application and the policy issued by the Corporation. The provisions of the commodity coverage policy are shown in § 419.14 and the provisions of the monetary coverage policy are shown in § 419.15.

§ 419.6 *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent in the case of either commodity coverage insurance or monetary coverage insurance if he has had seven consecutively insured cotton crops (immediately preceding the current crop year) without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced as follows: (a) Not to exceed 25 percent for commodity coverage insurance if it is determined by the Corporation that the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops (ending with the current crop year) exceeds his total coverage (computed on a harvested acreage basis), or (b) not to exceed 25 percent for monetary coverage insurance if it is determined by the corporation that the cash equivalent (based on the predetermined price for that crop year) of the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops (ending with the current crop year) exceeds his total coverage (computed on a harvested acreage basis). As used in this section, "consecutively insured crops" means cotton crops insured in consecutive years during which insurance was available. Failure to apply for insurance in any year when insurance is offered in the county in which the insured's farm is located shall break the insured's continuity of consecutively insured crops prior to such year, even though insurance may not be provided in the county during such year because of failure to meet the minimum participation requirement: *Provided, however,* That failure to apply for insurance for any year will not break the continuity of consecutively insured crops, if (1) the failure to apply for insurance was due to service in active military or naval service of the United States, or (2) the insured establishes to the satisfaction of the Corporation, that failure to apply for insurance was due to the fact that cotton was not planted in that year. Nothing in this section shall create in the insured any right to a reduced premium.

§ 419.7 *Public notice of indemnities paid.* The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses in such county.

§ 419.8 *Death, incompetence, or disappearance of insured.* (a) If an applicant for insurance or an insured dies or is judicially declared incompetent less than 15 days before the closing date for the filing of applications for insurance in any year and before the beginning of planting of the cotton crop intended to be covered by insurance, whoever succeeds him on the farm with the right to plant the cotton crop as his heir or heirs, administrator, executor, guardian, committee or conservator, may be substituted as to such cotton crop for the applicant or the insured upon filing with the county office within 15 days (unless such period is extended in writing by the Corporation) after the date of such death or judicial declaration, a statement in writing in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant with respect to such cotton crop arising out of such application or the contract: *Provided,* That any substitution made pursuant to this paragraph shall be effective only with respect to the cotton crop to be planted in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is approved by the Corporation, the application shall be void or the contract shall terminate.

(b) Subject to the provisions of paragraph (a) of this section, the contract shall terminate upon death, judicial declaration of incompetence, or disappearance of the insured, except that if such death, judicial declaration of incompetence, or disappearance occurs after the beginning of planting of the cotton crop in any crop year but before the end of the insurance period for such year, the contract shall (1) terminate at the end of such insurance period, and (2) cover any additional cotton planted for the insured or his estate for that crop year.

(c) The insured may be deemed to have disappeared within the meaning of the contract if he fails to file with the county office written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the last known address of the insured.

§ 419.9 *Refund of excess note payments.* Refund of any excess note payment will be made only to the person who made such payment, except that where a person who is entitled to a refund of an excess note payment has died, has been judicially declared incompetent, or has disappeared, the provisions of the policy with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

§ 419.10 *Creditors.* An interest in an insured crop existing by virtue of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or any involuntary transfer shall not entitle any holder of any such interest to any benefits under the contract.

§ 419.11 *Partial insurance protection.* Partial insurance protection will not be provided. All contracts which provided for partial insurance protection in the 1950 crop year shall, unless canceled by the applicable cancellation date, continue in force on the basis of the full protection provided under the contract.

§ 419.12 *Rounding of fractional units.* In the case of commodity coverage insurance, the premium and the total coverage shall be rounded to pounds. In the case of monetary coverage insurance, the premium, the total coverage and the value of the total production shall be rounded to cents. Production shall be rounded to pounds. Fractions of acres shall be rounded to tenths of acres. Computations shall be carried one digit beyond the digit that is to be rounded. If the last digit is 1, 2, 3, or 4, the rounding shall be downward. If the last digit is 5, 6, 7, 8, or 9, rounding shall be upward.

§ 419.13 *Changes in continuous contracts covering the 1950 and succeeding crop years.* The commodity coverage and monetary coverage cotton crop insurance policies in effect for 1950 and succeeding crop years shall be amended for 1951 and succeeding crop years so that the terms and conditions of such policies will conform to the terms and

conditions of the applicable policy set forth herein.

§ 419.14 *The commodity coverage policy.* The provisions of the commodity coverage policy for 1951 and succeeding crop years are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

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(Name) (Policy Number)

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(Address) (County) (State)

(hereinafter designated as the insured) against unavoidable loss of lint cotton production on his cotton crop due to drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 30.) In witness whereof, the Corporation has caused this policy to be issued this ------ day of ---------- 195--.

FEDERAL CROP INSURANCE CORPORATION,
By----------
State Crop Insurance Director

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a Corporation form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall not be subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the Corporation to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 14) and on which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any cotton replanted on acreage released by the Corporation because of damage to the cotton crop on such acreage, (c) any acreage planted to cotton in excess of the allotment or permitted acreage established under any program administered by the Secretary of Agriculture but destroyed by natural causes or by the insured and not considered as cotton under the provisions of such program, (d) any acreage initially planted to cotton too late to expect a normal crop to be produced, as determined by the Corporation, (e) new ground acreage planted to cotton the first year of cultivation, and (f) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 30.) The Corporation reserves the right to limit the insured acreage to the cotton allotment or permitted acreage established under any act of Congress including the Agricultural Adjustment Act of 1938, as amended.

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located, and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation;

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 14, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Fixed price.* The fixed price per pound for any crop year shall be 90 percent of the parity price of cotton as officially determined by the Secretary of Agriculture for November 15 preceding the crop year, with differentials as determined by the Corporation for the applicable grade and staple and the location of the insurance unit. Each year the amount of the premium and the indemnity, if any, shall be determined by using the fixed price per pound for such year. This price shall be on file in the county office at least 15 days prior to the applicable cancellation date preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than the applicable date set forth as the end of the insurance period in section 31, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the first crop year specified on the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancellation may be made by either party given written notice to the other party on or before the applicable cancellation date (set forth in section 31) preceding the planting of the crop for which cancellation is to become effective. Any notice of cancellation given by the insured to the Corporation shall be submitted to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the next succeeding crop year unless he subsequently files an application for insurance on or before the final date for cancellation preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured at least 15 days prior to the applicable cancellation date preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) Failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting or properly to plant, fertilize, care for or harvest (including unreasonable delay thereof) the insured crop; (c) failure properly to apply measures recommended by the State agricultural college for the control of insects and plant diseases; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to the average crop produced in the coverage and premium rate area in which the land is located; (e) planting cotton on land following peanuts harvested for nuts; (f) planting excessive acreage under abnormal conditions; (g) planting another crop (except winter legumes) in the growing cotton crop; (h) planting cotton under conditions of immediate hazard; (i) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (j) breakdown of machinery or failure of equipment due to mechanical defects; (k) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (l) domestic animals; (m) action of any person in the use of chemicals for the control of noxious weeds; or (n) theft.

11. *Amount of annual premium.* (a) The premium rate per acre will be the applicable number of pounds of lint cotton established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown by practice(s) on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of cotton, (2) the applicable premium rate(s), (3) the insured interest in the crop at the time of planting, and (4) the fixed price. However, the amount of the premium so determined for an insurance unit shall not exceed 50 percent of the result obtained by

multiplying (1) the insured acreage by (2) the applicable coverage per acre by (3) the insured interest in the crop and by (4) the fixed price. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

(b) The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutively insured cotton crops without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced not to exceed 25 percent if it is determined by the Corporation that the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops exceeds his total coverage (computed on a harvested acreage basis). Nothing in this paragraph (b) shall create in the insured any right to a reduced premium.

12. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the maturity date, which shall be August 31 of each year, the premium for all insurance units covered by the contract.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 of the crop year to which it applies if the insured has submitted to the Corporation at the county office his cotton acreage report for that crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before the interest date, which shall be October 31 of each year, and an additional one percent on the principal amount unpaid at the end of each two calendar month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

13. *Notice of loss or damage.* (a) If a loss under the contract is probable, notice in writing (unless otherwise provided by the Corporation) shall be given the Corporation at the county office promptly after any material damage to the insured crop.

(b) If, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing (unless otherwise provided by the Corporation) shall be given promptly to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed for the insurance unit involved, or by the end of the insurance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

14. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. Also, the cotton crop on acreage which reaches the third stage of production and from which some production is harvested shall be deemed to have been substantially destroyed in the third stage if the total of the harvested production plus any appraised unharvested production is less than 10 percent of what the coverage for such acreage would be in the fourth stage of production. No insured acreage may be put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and an authorized representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

15. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occured on the date of such damage, as determined by the Corporation.

16. *Proof of loss.* If a loss is claimed the insured shall submit to the Corporation on a Corporation form entitled "Statement in Proof of Loss for Cotton," such information regarding the manner and extent of the loss as may be required by the Corporation. This form containing such information shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

17. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 18 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked for him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee.

For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

18. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the planted acreage (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre, (2) subtracting therefrom the total production for the planted acreage, and (3) multiplying the remainder by the insured interest in such unit. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, or if the premium computed for the planted acreage is more than the premium computed for the acreage and interest as approved by the Corporation on the acreage report, the amount of loss so determined shall be reduced. This reduction shall be made on the basis of the ratio of the insured acreage to the planted acreage except that the Corporation may elect to make the reduction on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field);

(2) For any acreage released by the Corporation because of damage occurring in the second stage of production, the amount by which the appraised production of lint cotton exceeds the amount of coverage for such acreage.

(3) For any acreage of cotton released by the Corporation in the third stage of production, the amount by which the appraised production of lint cotton plus any harvested production for such acreage exceeds 10 percent of what the coverage for such acreage would be in the fourth stage of production;

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production;

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production;

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production minus any quantity of lint cotton harvested from such acreage and the lint cotton equivalent of any quantity of cotton not harvested from such acreage and remaining in the fields; and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against, where damage on such acreage has resulted from a cause insured against and a cause not insured against.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the fixed price for the county, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the fixed price for the county.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

(c) The cash amount of the indemnity shall be determined by multiplying the amount of the loss in pounds by the fixed price.

19. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

20. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 24. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) If a transfer is effected in accordance with this section, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

21. *Determination of person to whom indemnity shall be paid.* If the insured dies, is judicially declared incompetent or disappears after the planting of the cotton crop in any year any indemnity which is or becomes part of his estate shall be paid to the legal representative of the estate. Should no such representative be qualified, the Corporation shall pay the indemnity to the person(s) it determines to be beneficially entitled thereto or to any one or more of such persons on behalf of all such persons, but if the indemnity exceeds $500.00 the Corporation may withhold payment until a legal representative of the estate is qualified. In such case, and in any other case where an indemnity is claimed by a person(s) other than the original insured or diverse interests appear with respect to any insurance unit the determination of the Corporation as to the existence or non-existence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment shall be made shall be final and conclusive. Payment of an indemnity shall constitute a complete discharge of the Corporation's obligations with respect to the loss for which such indemnity is paid and shall be a bar to recovery by any other person(s).

22. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all of the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

23. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

24. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a Corporation form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized and the assignee shall have the right to submit the loss notices and forms as required by the contract if the insured neglects or refuses to take such action.

25. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep or cause to be kept, for two years after the time of loss, records of the harvesting, storage, shipment, sale or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. As often as may be reasonably required, any person(s) designated by the Corporation shall have access to such records and the farm(s) for purposes related to the contract.

26. *Voidance of contract.* The Corporation may void the contract and declare the premium(s) forfeited without waiving any right or remedy, including the right to collect the amount of the premium note, if (a) at any time, either before or after loss, the insured has concealed or misrepresented any material fact or committed any fraud relating to the contract, or the subject thereof, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the premium note, at the time and in the manner prescribed.

27. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

28. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts in effect for the crop year involved shall govern with respect to (1) minimum participation requirement, (2) closing date for filing applications for insurance, (3) death, incompetence, or disappearance of the insured, (4) refund of excess note payments, (5) creditors, and (6) rounding of fractional units.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

29. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre, applicable in the county.

(e) "County office" means the Production and Marketing Administration county office or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted, and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage, as defined in section 14.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practices, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all States except Arizona, California, and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California, and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself, and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

30. *Irrigated acreage.* (a) In addition to the provisions of section 3, where insurance is written on the basis of irrigated coverage the following provisions shall apply:

(1) In counties where a part of the cotton is normally irrigated and a part is not normally irrigated the acreage of cotton which shall be insured on the basis of irrigated coverage in any year shall not exceed the smaller of (i) that acreage which could be irrigated adequately with the facilities available taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, or (ii) that acreage on which one irrigation is carried out in accordance with good farming practices as determined by the Corporation either before the crop is planted or during the growing season prior to the blooming stage of the crop. Any insurable acreage of cotton on which the above irrigation requirements are not met will be insured on the basis of nonirrigated coverage.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply adequate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for all irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

31. *Date table.* For each year of the contract the end of the insurance period and the cancellation date are as follows:

State and county [1]	End of insurance period [2]	Cancellation date
Alabama:		
Houston	Oct. 31	Feb. 28
Chilton	Nov. 15	Mar. 10
Tuscaloosa	do	Do.
All others	Dec. 15	Do.
Arizona	Jan. 31	Feb. 25
Arkansas:		
Crittenden	Dec. 31	Mar. 10
Lawrence	do	Do.
All others	Dec. 15	Do.
California	Jan. 31	Feb. 25
Georgia:		
Burke	Nov. 30	Feb. 28
Dooly	Oct. 31	Do.
All others	Dec. 15	Mar. 10
Louisiana:		
Washington	Oct. 31	Feb. 28
All others	Nov. 30	Do.
Mississippi:		
Attala	do	Mar. 10
Covington	Oct. 31	Feb. 28
Holmes	Nov. 30	Mar. 10
Jefferson Davis	Oct. 31	Feb. 28
Lee	Nov. 30	Mar. 10
Marion	Oct. 31	Feb. 28
Walthall	do	Do.
All others	Dec. 15	Mar. 10
North Carolina	Dec. 31	Do.
New Mexico	do	Feb. 25
Oklahoma	do	Mar. 10
South Carolina:		
Orangeburg	Nov. 30	Feb. 28
All others	Dec. 15	Mar. 10
Tennessee:		
McNairy	do	Do.
All others	Dec. 31	Do.
Texas:		
Collin	Dec. 15	Feb. 28
Delta	do	Do.
Fannin	do	Do.
Grayson	do	Do.
Hunt	do	Do.
Lamar	do	Do.
Lubbock	Dec. 31	Dec. 31
Red River	Dec. 15	Feb. 28
Rockwall	do	Do.
Runnels	do	Jan. 31
Taylor	do	Do.
All others	Nov. 30	Feb. 28

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See sec. 7 for complete statement on end of insurance period.

§ 419.15 *The monetary coverage policy.* The provisions of the monetary coverage policy for 1951 and succeeding crop years are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

---

(Name)

(Policy Number)

(Address)

(County)

(State)

(hereinafter designated as the insured) against unavoidable loss of lint cotton production on his cotton crop due to drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 30.) In witness whereof, the Corporation has caused this policy to be issued this ------ day of ----------, 195..

FEDERAL CROP INSURANCE CORPORATION,

By ----------

State Crop Insurance Director

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a Corporation form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall not be subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the Corporation to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 14) and on which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any cotton replanted on acreage released by the Corporation because of damage to the cotton crop on such acreage, (c) any acreage planted to cotton in excess of the allotment or permitted acreage established under any program administered by the Secretary of Agriculture but destroyed by natural causes or by the insured and not considered as cotton under the provisions of such program, (d) any acreage initially planted to cotton too late to expect a normal crop to be produced

as determined by the Corporation, (e) new ground acreage planted to cotton the first year of cultivation, and (f) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 30.) The Corporation reserves the right to limit the insured acreage to the cotton allotment or permitted acreage established under any act of Congress including the Agricultural Adjustment Act of 1938, as amended.

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest, whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation;

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 14, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Predetermined price.* In determining any loss under the contract, production shall be evaluated at a predetermined price per pound which the Corporation shall establish annually for the applicable crop year. The predetermined price for the 1951 crop year shall be $0.27 per pound. For any subsequent crop year, notice of any change in the predetermined price from the prior crop year shall be mailed by the Corporation to the insured at least 15 days prior to the applicable cancellation date preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect latter than the applicable date set forth as the end of the insurance period in section 31, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the first crop year specified on the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancellation may be made by either party giving written notice to the other party on or before the applicable cancellation date (set forth in section 31) preceding the planting of the crop for which cancellation is to become effective. Any notice of cancellation given by the insured to the Corporation shall be submitted to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the net succeeding crop year unless he subsequently files an application for insurance on or before the final date for cancellation preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured at least 15 days prior to the applicable cancellation date preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) Failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective of unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, fertilize, care for or harvest (including unreasonable delay thereof) the insured crop; (c) failure properly to apply measures recommended by the State agricultural college for the control of insects and plant diseases; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to the average crop produced in the coverage and premium rate area in which the land is located; (e) planting cotton on land following peanuts harvested for nuts; (f) planting excessive acreage under abnormal conditions; (g) planting another crop (except winter legumes) in the growing cotton crop; (h) planting cotton under conditions of immediate hazard; (i) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (j) breakdown of machinery or failure of equipment due to mechanical defects; (k) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (l) domestic animals; (m) action of any person in the use of chemicals for the control of noxious weeds; or (n) theft.

11. *Amount of annual premium.* (a) The premium rate per acre will be the applicable number of dollars established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown by practice(s) on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of cotton, (2) the applicable premium rate(s) and (3) the insured interest in the crop at the time of planting. However, the amount of the premium so determined for an insurance unit shall not exceed 50 percent of the result obtained by multiplying (1) the insured acreage by (2) the applicable coverage per acre and by (3) the insured interest in the crop. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

(b) The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutively insured cotton crops without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced not to exceed 25 percent if it is determined by the Corporation that the cash equivalent (based on the predetermined price for that crop year) of the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops exceeds his total coverage (computed on a harvested acreage basis). Nothing in this paragraph (b) shall create in the insured any right to a reduced premium.

12. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the maturity date, which shall be August 31 of each year, the premium for all insurance units covered by the contract.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 of the crop year to which it applies if the insured has submitted to the Corporation at the county office his cotton acreage report for that crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid or or before the interest date, which shall be October 31 of each year, and an additional one percent on the principal amount unpaid at the end of each two calendar-month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

13. *Notice of loss or damage.* (a) If a loss under the contract is probable, notice in writing (unless otherwise provided by the Corporation) shall be given the Corporation at the county office promptly after any material damage to the insured crop.

(b) If, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing (unless otherwise provided by the Corporation) shall be given promptly to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed for the insurance unit involved, or by the end of the in-

surance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

14. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. Also, the cotton crop on acreage which reaches the third stage of production and from which some production is harvested shall be deemed to have been substantially destroyed in the third stage if the total value (based on the predetermined price) of the harvested production plus any appraised unharvested production is less than 10 percent of what the coverage for such acreage would be in the fourth stage of production. No insured acreage may be put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and an authorized representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

15. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

16. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation on a Corporation form entitled "Statement in Proof of Loss for Cotton," such information regarding the manner and extent of the loss as may be required by the Corporation. This form containing such information shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

17. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 18 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked for him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee. For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

18. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the planted acreage (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre, (2) subtracting therefrom the value (based on the predetermined price) of the total production for the planted acreage, and (3) multiplying the remainder by the insured interest in such unit. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, or if the premium computed for the planted acreage is more than the premium computed for the acreage and interest as approved by the Corporation on the acreage report, the amount of loss so determined shall be reduced. This reduction shall be made on the basis of the ratio of the insured acreage to the planted acreage except that the Corporation may elect to make the reduction on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field).

(2) For any acreage of cotton released by the Corporation because of damage occurring in the second stage of production, the amount by which the appraised production of lint cotton exceeds the number of pounds of lint cotton determined by dividing (i) the amount of coverage for such acreage by (ii) the predetermined price.

(3) For any acreage of cotton released by the Corporation in the third stage of production, the amount by which the appraised production of lint cotton plus any harvested production for such acreage exceeds the number of pounds determined by dividing 10 percent of what the coverage for such acreage would be in the fourth stage of production by the predetermined price.

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production.

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation but not less than the product of (i) such acreage and (ii) the pound-equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price.

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the pound-equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price, minus any quantity of cotton harvested from such acreage and the lint cotton equivalent of any quantity of cotton not harvested from such acreage and remaining in the field, and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against where damage on such acreage has resulted from a cause insured against and a cause not insured against.

Nothwithstanding the other provisions of this paragraph (a) regarding the determination of the total production, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price for the county, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price for the county.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

19. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

20. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 24.

However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) If a transfer is effected in accordance with this section, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

21. *Determination of person to whom indemnity shall be paid.* If the insured dies, is judicially declared incompetent or disappears after the planting of the cotton crop in any year any indemnity which is or becomes part of his estate shall be paid to the legal representative of the estate. Should no such representative be qualified, the Corporation shall pay the indemnity to the person(s) it determines to be beneficially entitled thereto or to any one or more of such persons on behalf of all such persons, but if the indemnity exceeds $500.00 the Corporation may withhold payment until a legal representative of the estate is qualified. In such case, and in any other case where an indemnity is claimed by a person(s) other than the original insured or diverse interests appear with respect to any insurance unit the determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment shall be made shall be final and conclusive. Payment of an indemnity shall constitute a complete discharge of the Corporation's obligations with respect to the loss for which such indemnity is paid and shall be a bar to recovery by any other person(s).

22. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

23. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

24. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a Corporation form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized and the assignee shall have the right to submit the loss notices and forms as required by the contract if the insured neglects or refuses to take such action.

25. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for two years after the time of loss, records of the harvesting, storage, shipment, sale or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. As often as may be reasonably required, any person(s) designated by the Corporation shall have access to such records and the farm(s) for purposes related to the contract.

26. *Voidance of contract.* The Corporation may void the contract and declare the premium(s) forfeited without waiving any right or remedy, including the right to collect the amount of the premium note, if (a) at any time, either before or after loss, the insured has concealed or misrepresented any material fact or committed any fraud relating to the contract, or the subject thereof, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the premium note, at the time and in the manner prescribed.

27. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

28. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts in effect for the crop year involved shall govern with respect to (1) minimum participation requirement, (2) closing date for filing applications for insurance, (3) death, incompetence, or disappearance of the insured, (4) refund of excess note payments, (5) creditors, and (6) rounding of fractional units.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

29. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre, applicable in the county.

(e) "County Office" means the Production and Marketing Administration county office or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage, as defined in section 14.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practices, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all states except Arizona, California and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

30. *Irrigated acreage.* (a) In addition to the provisions of section 3, where insurance is written on the basis of irrigated coverage the following provisions shall apply:

(1) In counties where a part of the cotton is normally irrigated and a part is not normally irrigated the acreage of cotton which shall be insured on the basis of irrigated coverage in any year shall not exceed the smaller of (i) that acreage which could be irrigated adequately with the facilities available taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, or (ii) that acreage on which one irrigation is carried out in accordance with good farming practices as determined by the Corporation either before the crop is planted or during the growing season prior to the blooming stage of the crop. Any insurable acreage of cotton on which the above irrigation requirements are not met will be insured on the basis of nonirrigated coverage.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply ade-

quate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

31. *Date table.* For each year of the contract the end of the insurance period and the cancellation date are as follows:

State and county [1]	End of insurance period [2]	Cancellation date
Alabama:		
Houston	Oct. 31	Feb. 28
Chilton	Nov. 15	Mar. 10
Tuscaloosa	do	Do.
All others	Dec. 15	Do.
Arizona	Jan. 31	Feb. 25
Arkansas:		
Crittenden	Dec. 31	Mar. 10
Lawrence	do	Do.
All others	Dec. 15	Do.
California	Jan. 31	Feb. 25
Georgia:		
Burke	Nov. 30	Feb. 28
Dooly	Oct. 31	Do.
All others	Dec. 15	Mar. 10
Louisiana:		
Washington	Oct. 31	Feb. 28
All others	Nov. 30	Do.
Mississippi:		
Attala	do	Mar. 10
Covington	Oct. 31	Feb. 28
Holmes	Nov. 30	Mar. 10
Jefferson Davis	Oct. 31	Feb. 28
Lee	Nov. 30	Mar. 10
Marion	Oct. 31	Feb. 28
Walthall	do	Do.
All others	Dec. 15	Mar. 10
North Carolina	Dec. 31	Do.
New Mexico	do	Feb. 25
Oklahoma	do	Mar. 10
South Carolina:		
Orangeburg	Nov. 30	Feb. 28
All others	Dec. 15	Mar. 10
Tennessee:		
McNairy	do	Do.
All others	Dec. 31	Do.
Texas:		
Collin	Dec. 15	Feb. 28
Delta	do	Do.
Fannin	do	Do.
Grayson	do	Do.
Hunt	do	Do.
Lamar	do	Do.
Lubbock	Dec. 31	Dec. 31
Red River	Dec. 15	Feb. 28
Rockwall	do	Do.
Runnels	do	Jan. 31
Taylor	do	Do.
All others	Nov. 30	Feb. 28

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See sec. 7 for complete statement on end of insurance period.

NOTE: The record keeping requirements of these regulations have been approved by, and subsequent reporting requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on September 22, 1950.

[SEAL] R. J. POSSON,
Secretary,
Federal Crop Insurance Corporation.

Approved: October 2, 1950.

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50-8742; Filed, Oct. 5, 1950; 8:47 a. m.]

Chapter VIII—Production and Marketing Administration (Sugar Branch), Department of Agriculture

Subchapter H—Determination of Wage Rates

[Sugar Determination 865.3]

PART 865—SUGARCANE (HARVESTING); LOUISIANA

WAGES AND HARVESTING, 1950 CROP

Pursuant to the provisions of section 301 (c) (1) of the Sugar Act of 1948 (herein referred to as "act"), after investigation, and consideration of the evidence obtained at the public hearing held in Thibodaux, Louisiana, on July 14, 1950, the following determination is hereby issued:

§ 865.3 *Fair and reasonable wage rates for persons employed in the harvesting of the 1950 crop of sugarcane in Louisiana*—(a) *Wage requirements.* The requirements of section 301 (c) (1) of the act shall be deemed to have been met with respect to the harvesting of the 1950 crop of sugarcane in Louisiana if the producer complies with the following:

(1) *Wage rates.* All persons employed on the farm in the harvesting of the 1950 crop of sugarcane shall have been paid in full for all such work and shall have been paid wages in cash therefor at rates as agreed upon between the producer and the laborer, but, after the beginning of work on the 1950 crop, or the date of issuance of this determination, whichever is later, not less than the following:

(i) *Basic wage rates and adjustment for sugar price changes.* Which the average price of raw sugar is within the base price range of $5.60 to $6.00, inclusive, per one hundred pounds for the two-week period immediately preceding the two-week period during which the work is performed, and for each full 10 cents that such price shall average more than $6.00 or less than $5.60, the basic day and piecework wage rates in the following table shall be applicable:

TABLE OF RAW SUGAR PRICE RANGES AND APPLICABLE BASIC WAGE RATES [1]

Operations	Price ranges—2-week average price of 100 pounds of raw sugar						
At least	$5.201	$5.301	$5.401	$5.501	$5.100	$6.200	$6.300
But not more than	5.300	5.400	5.500	6.099	6.199	6.299	6.399
				Base price Range $5.60–$6			
Basic day wage rates per 9-hour day:							
Cutting, topping, stripping:							
Adult males	$3.505	$3.570	$3.635	$3.700	$3.765	$3.830	$3.895
Adult females	3.055	3.120	3.185	3.250	3.315	3.380	3.445
Loading	4.155	4.220	4.285	4.350	4.415	4.480	4.545
Cutting and loading	3.705	3.770	3.835	3.900	3.965	4.030	4.095
Tractor drivers and truck drivers	4.255	4.320	4.385	4.450	4.515	4.580	4.645
Teamsters	4.055	4.120	4.185	4.250	4.315	4.380	4.445
Hoist operators	3.705	3.770	3.835	3.900	3.965	4.030	4.095
Operators of mechanical loading or harvesting equipment	4.605	4.670	4.735	4.800	4.865	4.930	4.995
Pilers	3.705	3.770	3.835	3.900	3.965	4.030	4.095
Grabmen, spotters, ropemen	4.155	4.220	4.285	4.350	4.415	4.480	4.545
Scrappers	3.505	3.570	3.635	3.700	3.765	3.830	3.895
Any other operations connected with harvesting	3.055	3.120	3.185	3.250	3.315	3.380	3.445
Basic piecework rates per ton:							
Large barrel varieties: [2]							
Cutting top and bottom, and stripping	1.275	1.300	1.325	1.350	1.375	1.400	1.425
Cutting top and bottom	.805	.820	.835	.850	.865	.880	.895
Loading	.425	.430	.435	.440	.445	.450	.455
Cutting top and bottom, stripping, and loading	1.700	1.730	1.760	1.790	1.820	1.850	1.880
Cutting top and bottom and loading	1.230	1.250	1.270	1.290	1.310	1.330	1.350
Small barrel varieties: [2]							
Cutting top and bottom, and stripping	1.560	1.590	1.620	1.650	1.680	1.710	1.740
Cutting top and bottom	.990	1.010	1.030	1.050	1.070	1.090	1.110
Loading	.500	.510	.520	.530	.540	.550	.560
Cutting, top and bottom, stripping and loading	2.060	2.100	2.140	2.180	2.220	2.260	2.300
Cutting top and bottom and loading	1.490	1.520	1.550	1.580	1.610	1.640	1.670

[1] For each successive full 10-cent price change above $6.30 or below $5.30, the basic wage rates shall be increased or decreased, correspondingly, by the same amounts as shown above for each full 10-cent price change.

[2] Large barrel varieties: Co. 290; C. P. 29/103; C. P. 29/116; C. P. 31/243; C. P. 36/13; C. P. 36/105; and C. P. 29/120. Small barrel varieties: all other.

(ii) *Workers between 14 and 16 years of age when employed on a day basis.* For workers between 14 and 16 years of age, the basic wage rate per 8-hour day (maximum employment per day for such workers without deduction from Sugar Act payments to the producer) shall be not less than three-fourths of the applicable basic day wage rate provided under subdivision (i) of this subparagraph.

(iii) *Hourly rates.* Where workers are employed on an hourly basis, the basic wage rate per hour shall be determined by dividing the applicable basic day wage rate in subdivision (i) of this subparagraph by 9 in the case of adult workers, and three-fourths of such rate by 8 in the case of workers between 14 and 16 years of age.

(iv) *Other piecework rates.* The piecework rate for any operation specified in subdivision (i) of this subparagraph when performed on a unit basis other than a ton, or the piecework rate for any operation not specified shall be that agreed upon between the producer and the worker: *Provided,* That the hourly rate of earnings of each worker, for the time involved, shall be not less than the applicable hourly rate specified in subdivision (iii) of this subparagraph.

(v) *Determination of average sugar prices.* The two-week average price of raw sugar shall be determined by taking the simple average of the daily "spot" quotations of 96° raw sugar of the Louisiana Sugar Exchange, Inc., adjusted to a one hundred pound basis, except that if the Director of the Sugar Branch

determines that for any two-week period such average price does not reflect the true market value of raw sugar, because of inadequate volume, failure to report sales in accordance with the rules of such Exchange or other factors, the Director may designate the average price to be effective under this determination. For the purpose of this determination the average price of raw sugar prevailing during the period from September 8 through September 21, 1950, shall determine the wage rates from September 22 through October 5, 1950, and thereafter the wage rates in successive two-week work periods shall be determined by the average price of raw sugar prevailing in the immediately preceding two-week period.

(b) *Perquisites.* In addition to the foregoing, the producer shall furnish to the laborer, without charge, the perquisites customarily furnished by him, such as a habitable house, medical attention, and similar items.

(c) *Subterfuge.* The producer shall not reduce the wage rates to laborers below those determined herein through any subterfuge or device whatsoever.

(d) *Claim for unpaid wages.* Any person who believes he has not been paid in accordance with this determination may file a wage claim with the local County Production and Marketing Administration Committee against the producer on whose farm the work was performed. Such claim must be filed within two years from the date the work with respect to which the claim is made was performed. Detailed instructions and wage claim forms are available at the office of the local County PMA Committee. Upon receipt of a wage claim the County PMA Committee shall thereupon notify the producer against whom the claim is made concerning the representation made by the laborer, and, after making such investigation as it deems necessary, notify the producer and laborer in writing of its recommendation for settlement of the claim. If either party is not satisfied with the recommended settlement, an appeal may be made to the State PMA Committee, University Station, Baton Rouge, Louisiana, which shall likewise consider the facts and notify the producer and laborer in writing of its recommendation for settlement of the claim. If the recommendation of the State PMA Committee is not acceptable, either party may file an appeal with the Director of the Sugar Branch, Production and Marketing Administration, U. S. Department of Agriculture, Washington 25, D. C. All such appeals shall be filed within fifteen days after receipt of the recommended settlement from the respective committee, otherwise such recommended settlements will be applied in making payments under the act. If a claim is appealed to the Director of the Sugar Branch, his decision shall be binding on all parties insofar as payments under the act are concerned.

STATEMENT OF BASES AND CONSIDERATIONS

(a) *General.* The foregoing determination provides fair and reasonable wage rates which a producer must pay, as a minimum, for work performed by persons employed on the farm in the harvesting of the 1950 crop of sugarcane in Louisiana, as one of the conditions for payment under the act. In this statement, the foregoing determination, as well as determinations for prior years, will be referred to as "wage determination" identified by the period for which effective.

(b) *Requirements of the act and standards employed.* In determining fair and reasonable wage rates it is required under the act that a public hearing be held, that investigations be made, and that consideration be given to (1) the standards formerly established by the Secretary under the Agricultural Adjustment Act, as amended, and (2) the differences in conditions among various sugar producing areas.

A public hearing was held in Thibodaux, Louisiana, on July 14, 1950, at which interested persons presented testimony with respect to fair and reasonable wage rates for harvesting the 1950 crop of sugarcane. In addition, investigations have been made of the conditions affecting wage rates in Louisiana. In this determination, consideration has been given to testimony presented at the hearing and to the information resulting from investigations. The primary factors which have been considered are (1) prices of sugar and by-products; (2) income from sugarcane; (3) cost of production; (4) cost of living; and (5) relationship of labor cost to total cost. Other economic influences also have been considered.

(c) *Background.* Wage determinations applicable to harvesting sugarcane in Louisiana have been issued each year beginning with the 1937 crop. The earlier determinations provided time rates for adult males and females as well as alternative piecework rates. Subsequently, coverage was extended to include semi-skilled and skilled workers and workers between 14 and 16 years of age. Adjustments have been made in time and piecework rates as necessary to conform with changes in production and harvesting methods.

The 1937 wage determination increased basic adult male wages for harvest 25 cents per day over those of the previous year. An increase in producer income at the same time permitted the maintenance of the customary relationship of wages to income that had existed in prior years. The basic wage rates were not changed during the years from 1938 to 1940 and the wage-income relationship remained relatively constant.

In the 1941 wage determination, the basic wage rates were increased 15 cents per day. In each subsequent year, except 1944, and until 1948, the basic wage rates were increased in varying amounts. Throughout the years wage rates have been established primarily on the basis of the historical wage-income relationship, although in some years the relationship has been altered somewhat to give recognition to significant changes which have occurred in other factors customarily considered in establishing wage rates. Since the base period 1938–40, the weighted average basic time rate for harvesting has been increased from 17.3 cents per hour to 40.6 cents in 1948, an increase of 134.7 percent. Comparable increases have been made in the basic piecework rates. In sample surveys of worker performance conducted during the 1948 and 1949 harvests it was found that the average earnings of piecework employees engaged in harvesting operations were approximately 70 cents per hour.

In order that wage rates might be more responsive to significant changes in sugar prices and producer income than was possible under the fixed wage levels of preceding determinations, there was included in the 1948 determination a modified wage-price escalator scale. Provision was made that basic time and piecework rates for a two-week work period be increased or decreased for each full 10 cents that the average price of 96° raw sugar was more than $6.25 or less than $5.60 per one hundred pounds for the two-week period immediately preceding the two-week period during which the work was performed. The amount of increase or decrease was $0.065 per 9-hour day in the case of basic day wage rates and in amounts ranging from $0.005 to $0.040 per ton in the case of piecework rates. In the 1949 determination the upper limit of the base price range was lowered from $6.25 to $6.00. During the 1949 harvest the price of raw sugar remained within the base price range. As a consequence the basic time and piecework rates remained the same as in the 1948 harvest.

(d) *1950 wage determination.* In the 1950 wage determination basic wage rates per 9-hour day are increased 20 cents per day for all classes of workers. The wage determination provides a minimum basic day wage for adult male cane cutters equivalent to 41.1 cents per hour. Other provisions of the wage determination continue unchanged from those in effect in the 1949 wage determination. As a result of the increase in basic wage rates and increases resulting from the action of the wage-price escalator the effective minimum wages for the 1950 crop, at the present sugar price of $6.25 per one hundred pounds, will be 33 cents per day higher than for the 1949 crop.

The increases in the 1950 wage determination represent an adjustment in the basic time rates. This adjustment reflects the improved position of producers resulting from increases in income and production efficiencies. In addition, the 1950 wage determination continues the wage-price escalator effective in 1949 under which wages increase or decrease for each full 10 cent change in the price of raw sugar above $6.00 or below $5.60 per hundredweight, respectively.

An examination of factors which are customarily considered in wage determinations indicates that during the 1950 harvest the cost of living of workers will be equal to or greater than in 1949; the income of producers per ton is expected to be higher in 1950 than in 1949 due to increases in the prices of sugar and molasses; and production costs per ton for the 1950 crop are expected to be about the same as for the 1949 crop. In making this determination the Department had available a study of the costs, returns, profits, and related factors of the Louisiana sugar industry which covered

the 1946 through 1949 crops. These data were restated in terms of known or expected conditions likely to prevail for the 1950 crop. On the basis of the analysis of all factors, it is indicated that the wages provided in this determination are fair and reasonable.

As in previous wage determinations, in addition to cash wages the workers must be furnished without charge customary perquisites such as habitable house, medical attention, and similar items.

Accordingly, I hereby find and conclude that the foregoing wage determination will effectuate the wage provisions of the Sugar Act of 1948.

(Sec. 403, 61 Stat. 932; 7 U. S. C. Sup. 1153. Interprets or applies sec. 301, 61 Stat. 929; 7 U. S. C. Sup. 1131)

Issued this 3d day of October 1950.

[SEAL] CHARLES F. BRANNAN, *Secretary of Agriculture.*

[F. R. Doc. 50-8775; Filed, Oct. 5, 1950; 8:52 a. m.]

TITLE 9—ANIMALS AND ANIMAL PRODUCTS

Chapter I—Bureau of Animal Industry, Department of Agriculture

Subchapter H—Fur Bearing Animals

[BAI Order 382]

PART 160—ALASKA FUR FARMING REGULATIONS

Reference is made to the notice which was published in the FEDERAL REGISTER dated July 15, 1950 (15 F. R. 4507) pursuant to section 4 (a) of the Administrative Procedure Act (60 Stat. 238, 5 U. S. C. 1003 (a)) which stated in full the terms of proposed regulations relative to fur farming in Alaska and which provided that any interested person wishing to submit written data, views, or arguments concerning such proposed regulations could do so by filing them with the Chief, Bureau of Animal Industry, Agricultural Research Administration, U. S. Department of Agriculture, Washington 25, D. C., within 45 days from the date of publication in the FEDERAL REGISTER.

Such regulations are hereby promulgated as they were stated in the notice of July 15, 1950, pursuant to the authority contained in section 9 of the Alaska Game Law (57 Stat. 306, 48 U. S. C. 198), and section 2 of the act of April 30, 1946 (60 Stat. 127, 7 U. S. C. 434).

Sec.
160.1 Definition of terms.
160.2 Licenses of fur farmers.
160.3 Duties of fur farmers.

AUTHORITY: §§ 160.1 to 160.3 issued under section 9, 57 Stat. 306; 48 U. S. C. 198, 7 U. S. C. 434.

§ 160.1 *Definition of terms.* For the purpose of this part, unless the context otherwise clearly indicates:

(a) "Secretary" means the Secretary of Agriculture.

(b) "Commission" means the Alaska Game Commission, as created by the act of January 13, 1925, 43 Stat. 740, and amended by the act of July 1, 1943, 57 Stat. 303.

(c) "Territory" means the Territory of Alaska.

(d) "Person" in the singular or plural, as the case demands, includes individuals, associations, partnerships and corporations.

(e) "Fur Farming" means the business of breeding, raising, or producing fur animals in captivity and the marketing of such animals or their products. The word "captivity" means having the fur animals under positive control, as in a pen or within an area of land or water which is completely enclosed by a generally escape-proof barrier.

§ 160.2 *Licenses of fur farmers.* (a) Every person engaged in fur farming shall procure a license annually, and upon request shall produce said license for inspection by all authorized agents of the United States or the Commission.

(b) The cost of said license shall be $2.00.

(c) Each application for a license shall be addressed to the Alaska Game Commission at Juneau, Alaska, and shall be made on a form prescribed by the Commission and accompanied by a bank draft or an express or postal money order payable to the Treasurer of the United States for the amount of the license fee.

(d) The license shall be issued pursuant to Subdivision I, Section 10 of the Alaska Game Law by the executive officer of the Commission through wildlife agents and other persons authorized by him in writing to sell such licenses.

§ 160.3 *Duties of fur farmers.* Each person carrying on fur farming shall, at all reasonable hours, allow any member or authorized employee of the Commission or any authorized employee of the United States to enter and inspect the premises where operations are being carried on as a fur farm, and to inspect the books and records relating thereto. Each person engaged in fur farming shall submit annually a written report on a form furnished by the Commission stating the numbers and kinds of fur animals farmed, the numbers and kinds of live animals or skins or pelts thereof bought or sold, and the methods of fur farming employed.

Done at Washington, D. C., this 2d day of October 1950.

[SEAL] CHARLES F. BRANNAN, *Secretary of Agriculture.*

[F. R. Doc. 50-8737; Filed, Oct. 5, 1950; 8:46 a. m.]

TITLE 17—COMMODITY AND SECURITIES EXCHANGES

Chapter II—Securities and Exchange Commission

PART 240—GENERAL RULES AND REGULATIONS SECURITIES EXCHANGE ACT OF 1934

OVER-THE-COUNTER MARKETS

The Securities and Exchange Commission today announced that it had adopted an amendment to paragraph (b) (2) of its § 240.15c3-1 (Rule X-15C3-1) under the Securities Exchange Act of 1934.

Brokers and dealers subject to § 240.15c3-1 may not permit their aggregate indebtedness to exceed 2,000 per centum of their net capital. Paragraph (b) (2) exempts from the provisions of the rule, members of specified national securities exchanges whose rules and settled practices impose requirements more comprehensive than those prescribed by the rule. Among the exchanges so specified in this paragraph are the Chicago Stock Exchange and the Cleveland Stock Exchange. Under a plan of consolidation of these and other exchanges which became effective on December 1, 1949, the name of the Chicago Stock Exchange was changed to the "Midwest Stock Exchange", and the Cleveland Stock Exchange, as well as the other exchanges involved in the consolidation, were liquidated.

The purpose of the amendment to paragraph (b) (2) of § 240.15c3-1 is (1) to delete the name of the Cleveland Stock Exchange, and (2) to reflect the change in the name of the Chicago Stock Exchange to the "Midwest Stock Exchange."

The Commission acting pursuant to authority conferred upon it by the Securities Exchange Act of 1934, particularly sections 15 (c) (3) and 23 (a) thereof, and deeming such action necessary and appropriate in the public interest and for the protection of investors, and necessary for the execution of the functions vested in it by the said act, hereby amends paragraph (b) (2) of § 240.15c3-1 to read as follows:

§ 240.15c3-1 *Ratio of aggregate indebtedness to net capital.* * * *

(b) *Exemptions.* * * *

(2) Any member of the Boston Stock Exchange, Los Angeles Stock Exchange, Midwest Stock Exchange, New York Curb Exchange, New York Stock Exchange, Pittsburgh Stock Exchange, Salt Lake Stock Exchange, or San Francisco Stock Exchange, all of whose rules and settled practices are deemed by the Commission to impose requirements more comprehensive than the requirements of this section: *Provided*, That the exemption as to the members of any exchange may be suspended or withdrawn by the Commission at any time, by sending at least ten (10) days' written notice to such exchange, if it appears to the Commission necessary or appropriate in the public interest or for the protection of investors so to do.

The Commission finds that the amendment involves no substantive change in the rule, that prior notice of such amendment need not be published pursuant to section 4 (a) of the Administrative Procedure Act, and that it may be and is hereby declared effective on September 29, 1950.

(Sec. 23, 48 Stat. 901, as amended; 15 U. S. C. 78w. Interprets or applies sec. 2, 52 Stat. 1075; 15 U. S. C. 78o)

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

SEPTEMBER 28, 1950.

[F. R. Doc. 50-8736; Filed, Oct. 5, 1950; 8:46 a. m.]

TITLE 20—EMPLOYEES' BENEFITS

Chapter II—Railroad Retirement Board

Subchapter A—Procedures and Forms

PART 200—PROCEDURES AND FORMS

MISCELLANEOUS AMENDMENTS

Amending the statement by the Railroad Retirement Board of procedures and forms as published in the Code of Federal Regulations, Title 20, Chapter II, Subchapter A, Part 200.

1. Section 200.1 is amended as follows:

§ 200.1 *The general course and method by which the Board's functions are channeled and determined*—(a) *Retirement and death benefits.* Retirement and death benefits must be applied for by filing application therefor. (For details as to application, see Parts 210 and 237 of this chapter.) The Bureau of Retirement Claims considers the application and the evidence and information submitted with it. Wage and service records maintained by the Board are checked and if necessary, further evidence is obtained from the employee, the employer, fellow employees, public records and any other person or source available. The Bureau makes a decision on the application in the first instance. An applicant dissatisfied with the Bureau's decision may, upon filing notice within 1 year from the date the decision is mailed to the applicant, appeal to the Appeals Council. There he may have an oral hearing, of which a stenographic record is made, submit additional evidence, be represented, and present written and oral argument. If dissatisfied with the decision of the Appeals Council, the applicant may appeal to the Board itself. This appeal must be made on a prescribed form within 4 months of the date a copy of the Appeals Council's decision was mailed to him. If new evidence is received, the Board may remand the case to the Appeals Council for investigation and recommendation on the new evidence. (For details on all appeals procedure, see Part 260 of this chapter). An applicant, after he has unsuccessfully appealed to the Board itself and has thus exhausted all administrative remedies within the Board, may obtain a review of a final decision of the Board by filing a petition for review, within 1 year after the entry of the decision on the records of the Board and its communication to the applicant, in the United States court of appeals for the circuit in which the applicant resides, or in the United States Court of Appeals for the Seventh Circuit, or in the United States Court of Appeals for the District of Columbia Circuit.

(b) *Unemployment insurance, sickness and maternity benefits.* (1) Claims for unemployment insurance benefits are handled by a comprehensive organization set up in the field. Under agreements between the Railroad Retirement Board and covered employers, the employers select employees of theirs to act as unemployment claims agents and as countersigning agents. These agents perform their services, specified in the agreement, in accordance with instructions issued by the Board but under general supervision and control of the employer. In accordance with the agreements, employers are reimbursed for such services at the rate of 50 cents for each claim taken by an unemployment claims agent and transmitted to the Board. There are some 30,000 such contract claims agents. An unemployed person who wishes to file a claim for benefits need only consult his recent employer to be directed to the agent with whom he may file his claim.

(2) When an employee makes his first claim in any benefit year, he identifies himself and fills out an application for certificate of benefit rights (Form UI–1) and an application for employment service (Form ES–1). The employee is given an Unemployment Bulletin No. UB–3 informing him of his responsibilities and explaining the statements to which he is required to certify and to which he certifies when he registers for benefits. When the applications are completed, the claims agent sends them to the regional office. On the basis of the information furnished on the application for certificate of benefit rights, the regional office determines whether the applicant is a qualified employee (that is, whether he earned $150 or more from covered employment in the base year) and, if so, the maximum amount of benefits that may become payable to him during the benefit year. The applicant is notified of the determination by an information booklet (Form UB–4a) if he is found to be qualified, or by letter if he is found to be not qualified. The booklet furnishes to the qualified applicant information concerning his daily benefit rate, his maximum benefit amount, his benefit rights, and his responsibilities as a claimant. The field office uses the information furnished on the application for employment service to place the claimant in suitable employment.

(3) In addition to the application for certificate of benefit rights and an application for employment service, the claimant executes a registration and claim for unemployment insurance benefits (Form UI–3). In substance the registration consists of his appearing before a claims agent during the agent's working hours, subscribing to statements of his qualifications for benefits on the registration and claim for unemployment insurance benefits and signing his name on the form in respect to each day which he claims as a day of unemployment, on the day or not later than the fourth business day thereafter, or not later than the fifth business day thereafter if the day for which the employee registers is not a business day. In other words, counting Saturdays and Sundays as non-business days, a claimant must appear for registration at intervals of not more than 7 days. Under certain circumstances, such as illness, employment, looking for employment, etc., an employee may make a delayed registration in respect to any day for which he is unable to register within the time limit mentioned above. The unemployment claims agent sends the claim to his countersigning agent who examines the claim for completeness and consistency, enters such exceptions as he may find necessary, certifies by countersigning the claim that the unemployment claims agent who accepted the registrations was authorized to do so, and forwards the claim to the regional office.

(4) Claims for sickness benefits are handled by the field organization of the Board. An employee need not register in person for sickness benefits but claims for such benefits must be made on the application forms prescribed by the Board and must be executed by the individual claiming benefits except that, if the Board is satisfied that an employee is so sick or injured that he cannot sign forms, the Board may accept forms executed by someone else in his behalf. Forms used in connection with claims for sickness benefits may be obtained from a railroad employer, a railway labor organization, or any Board office. An application for sickness benefits and the required statement of sickness (see Part 335 of this chapter) may be mailed to any office of the Board. It is important that a statement of sickness be filed promptly, for no day before the 9th day preceding the day on which such statement is filed may be considered a day of sickness. The application and statement of sickness are forwarded to a regional office which examines the application and the statement of sickness; and, if it appears that the employee is entitled to benefits, the regional office will send him a claim form covering a 14-day registration period. At the end of such period the employee completes the claim form, indicating the days during the period he claims as days of sickness and returns the signed form to the regional office to which it is pre-addressed. If examination of the statement of sickness discloses a need for additional medical information, a supplemental doctor's statement is sent the employee with the claim form and should be returned with the claims.

(5) Maternity benefits must be applied for on a form prescribed by the Board. A statement of maternity sickness, executed by a person authorized to execute statements of sickness (see Part 335), is required also. The necessary forms may be obtained from a railroad employer, a railway labor organization, or any board office. An application for maternity benefits and the statement of sickness may be filed in person or by mail with any Board office; however, the forms are forwarded to the headquarters office in Chicago and claim forms and any supplemental doctor's statement required are forwarded from the headquarters office and are pre-addressed for return to Chicago. As in the case of claims for sickness benefits, it is important that the statement of maternity sickness be filed promptly since no day before the 9th day preceding the day on which such statement is filed may be considered a day of sickness in a maternity period.

(6) Whether benefits are payable to a claimant and, if so, the amount of benefits payable, is determined, in claims for unemployment and sickness benefits, by the regional office and, in claims for maternity benefits, by the headquarters

office in Chicago. The names and addresses of successful claimants, the amounts payable to them, and the times at which payment should be made are certified to the local disbursing office of the Treasury Department which mails the benefit checks to the claimants. If a claim is denied in whole or in part the claimant is notified by letter and an explanation given.

(7) Any qualified employee whose claim for benefits under the Railroad Unemployment Insurance Act has been denied in whole or in part, may, within 1 year from the date such denial is communicated to him, appeal from the initial determination, and such appeal will be heard before an impartial referee. An unsuccessful claimant in an appeal before such referee may appeal to the Board. (For further details of appeals procedure by claimants for benefits and for appeals procedure by employers, see Parts 319 and 320 of this chapter.) Any claimant, or any railway labor organization organized in accordance with the provisions of the Railway Labor Act, of which the claimant is a member, or any other party aggrieved by a final decision pursuant to the Railroad Unemployment Insurance Act, may, only after all administrative remedies within the Board will have been availed of and exhausted, obtain a review of such final decision of the Board by filing a petition for review within 90 days after the mailing of notice of such decision to the claimant or other party, or within such further time as the Board may allow, in the United States court of appeals for the circuit in which the claimant or other party resides or will have had his principal place of business or principal executive office, or in the United States Court of Appeals for the Seventh Circuit, or in the United States Court of Appeals for the District of Columbia Circuit.

(c) *Current compensation and service records.* Current compensation and service records are maintained by the Bureau of Wage and Service Records. These records are obtained from reports made periodically on either a quarterly or annual basis by employers and employee representatives. General instructions in this regard may be found in Part 250 of this chapter. Special instructions to employers and employee representatives are issued from time to time by the Director of Wage and Service Records.

(d) *Collection of contributions.* The Office of Director of Finance acts as the collecting agency of the Board in receiving contributions due under the Railroad Unemployment Insurance Act. Contributions are due quarterly and with the payment, the employer must file a report, Form DC–1, Employers Quarterly Report of Contributions. (For further details see Part 345 of this chapter.)

(e) *Employment service.* Employers needing workers may avail themselves of the Board's employment service by making requests of any field office for referrals, in writing, on forms provided by the Board, or by telephone.

2. Section 200.2 is amended to read as follows:

§ 200.2 *Description of forms and instructions.* (a) Following are listed descriptions of forms and instructions as to the scope and contents of papers, reports, or examinations used in the Board's functioning. They may be secured upon application in person or by mail at any of the Board's offices.

(1) *Form AA–1, Application for Annuity Under the Railroad Retirement Act.* This form must be executed by each individual who wishes to file claim for an annuity under the Railroad Retirement Act. Information to be included on the form consists of data required to identify the employee on the records of the Board and on the employer's pay roll or other records; statements as to whether or not credit for military service and disability are claimed; present employment status; and the date on which the individual wishes to have the annuity begin. Form AA–1 must be signed by the individual in accordance with § 210.4 of this chapter.

(2) *Form AA–2P, Record of Employee's Prior Service.* This is a form requiring a statement of the employee's service and compensation prior to January 1, 1937, to be prepared by the employer from his records for each individual who on August 29, 1935, was an employee. The employer is also required to report on this form information concerning the employee's date of birth as shown on employer records and the employee's status on August 29, 1935.

(3) *Form AA–2P–BRO., Supplemental Data Concerning Occupation of Employee During Base Period (Board Request).* This is a form, to be completed by an employer, requiring a statement of an employee's occupations during each year or period for which compensation prior to January 1, 1937, is reported. Requested by the Board when data is required to supplement report furnished on AA–2P or AA–2P–Opt.

(4) *Form AA–2P–BRS., Supplemental Section 7 of Form AA–2P (Board Request).* This is a form requiring a statement of compensation by an employer when employee's compensation initially reported by the employer for the period January 1, 1924, to December 31, 1931, is insufficient to permit a determination of monthly compensation for service prior to January 1, 1937.

(5) *Form AA–2P Opt., Optional Section 7 of Form AA–2P.* This form provides for statement of employee's compensation during the period 1924 through 1931 to be used in lieu of section 7 of Form AA–2P by employers whose pay rolls were prepared on a weekly basis during the period covered by report.

(6) *Form AA–11a, Designation or Change of Beneficiary.* This is a form prescribed in accordance with subsection (f) (2) of section 5 of the Railroad Retirement Act, as amended, on which an individual who was an employee after December 31, 1936, may designate the person or persons whom he wishes to receive any death benefits payable under such paragraph. The form is also to be used to change a designation of beneficiary made on a Form AA–11a previously filed with the Board. It must be signed by the individual and witnessed by two persons who are not designated on the form as beneficiaries.

(7) *Form AA–12, Notice of Death and Statement of Compensation.* This form is to be used by an employer in giving the Board the notice of death of an employee required by § 250.2 of this chapter and for reporting compensation for the deceased in specified periods.

(8) *Form AA–15, Employee's Statement of Compensated Service Rendered Prior to January 1, 1937, to Employers Under the Railroad Retirement Act of 1937.* This form is for a statement to be submitted by employees who wish to claim credit for service performed before 1937.

(9) *Form AA–17, Application for Widow's Insurance Annuity.* This is the form of application for insurance annuity benefits by the widow of a deceased employee; it may be considered as an application also for any insurance benefits payable under Title II of the Social Security Act as amended.

(10) *Form AA–18, Application of Widow, and Widow on Behalf of Children for Survivors Insurance Annuity.* This is the form of application for insurance annuity benefits by the widow on her own behalf and on behalf of the children of a deceased employee; it may be considered as an application also for any insurance benefits payable under Title II of the Social Security Act as amended.

(11) *Form AA–19, Application on Behalf of Child for Child's Insurance Annuity.* This is the form of application for insurance annuity benefits on behalf of a child, it may be considered as an application also for any insurance benefits payable under Title II of the Social Security Act as amended.

(12) *Form AA–20, Application of Dependent Parent for Parents' Insurance Annuity.* This is the form to be used in applying for parents' insurance annuity benefits; it may be considered as an application also for any insurance benefits payable under Title II of the Social Security Act as amended.

(13) *Form AA–21, Application for Lump-Sum Death Payment.* This is the form of application for lump-sum death payments and may be considered as an application also for any insurance benefits payable under Title II of the Social Security Act as amended.

(14) *Form AC–1, Appeal From Initial Decision of Bureau of Retirement Claims.* This is a form prescribed for filing of an appeal from an initial decision of the Bureau of Retirement Claims with respect to a determination made by that Bureau in connection with an application for annuity or death benefits in accordance with § 260.2 of this chapter.

(15) *Form AC–2, Appeal From Decision of the Appeals Council.* This is the form prescribed for filing appeal from a decision of the Appeals Council with respect to a determination made in connection with an application for annuity or death benefits in accordance with §§ 260.3 and 260.4 of this chapter.

(16) *Form AC–6, Appeal From Initial Determination as to Service and Compensation Prior to January 1, 1937.* This form is prescribed for filing an appeal to the Appeals Council from the initial de-

cision of Bureau of Retirement Claims with respect to an individual's record of service or compensation prior to January 1, 1937, as established, or failure to establish such record, in the absence of an application for benefits under the Railroad Retirement Act based on such service.

(17) *Form AC–8, Appeal From Decision of the Appeals Council (Record of Prior Service).* This is the form for an individual's final appeal to the Board from any decision of the Appeals Council which was made in response to filing of Form AC–6.

(18) *Form BA–3, Report of Compensation of Employees for 3 Months Ended.* This is to be used by employers in reporting the compensation paid to each employee in each month in a calendar quarter as required to be submitted under § 250.3 of this chapter.

(19) *Form BA–3a, Annual Report of Creditable Compensation.* This form is to be used by employers authorized by the Board to report on an annual basis to report for each employee the service months in which an individual worked, the total service months earned, and the total creditable compensation paid during the year as is required to be submitted under § 250.3 of this chapter.

(20) *Form BA–4, Report of Compensation Adjustments.* This form is to be prepared and submitted each month by employers to report any adjustment in creditable compensation which has been made by the employer and which would affect the amount of an employee's benefits under either the Railroad Retirement or Railroad Unemployment Insurance Acts.

(21) *Form BA–5, Summary Report of Compensation of Employees.* Employers reporting creditable compensation are also required to prepare and submit this form which is a quarterly summary of all compensation paid and any adjustments made during the quarter.

(22) *Form BA–12, Advice of Multiple Account Numbers, Name and Birth Date Corrections.* This form is for a notice to be submitted to the Board by an employer when it is found that an employee has more than one social security account number, or that a correction should be made in an employee's name or birth date.

(23) *Form C–30, Authorization for Disclosure of Information Relating to an Applicant's Physical Condition.* Each applicant for a disability annuity is required to sign this statement which authorizes an employer to furnish to the Board any information pertaining to the applicant's physical condition that it may have in its files.

(24) *Form C–66, Authorization of Payment and Release of All Claims to Death Benefits and Annuity Payments.* This form is for a statement to be executed in certain cases by an individual entitled to a share of death benefits payable under the Railroad Retirement Act but who wishes to direct payments to another individual or individuals.

(25) *Form CER–1, Employee Registration.* This form must be executed by each individual entering, for the first time, employment covered by the Railroad Retirement and Railroad Unemployment Insurance Acts and is to be forwarded to the Board through the employer. The identifying information included on this form is for the purpose of enabling the Board to assign the individual an account number and to establish an individual account to which service and compensation under the Acts may be credited.

(26) *Form DC–1, Employer's Quarterly Report of Contributions Under the Railroad Unemployment Insurance Act.* This is a form prescribed by § 345.5 of this chapter to be filed by employer under the Railroad Unemployment Insurance Act.

(27) *Form DC–2, Employee Representatives Report of Compensation.* This form is used by an individual serving as an employee representative under the Railroad Retirement Act for reporting employee representative service and compensation and is to be filed annually or upon termination of employee representative service.

(28) *Form DC–2a, Employee Representative's Status Report.* This form provides for a statement to be made at the request of the Board by an individual claiming credit for service under the Railroad Retirement Acts as an employee representative to enable the Board to determine if the service is creditable under those acts.

(29) *Form ERR–8, Employment Relation Questionnaire.* This is a form on which an employer provides information concerning an applicant for an annuity who was not in compensated service on August 29, 1935, and did not perform 6 months of service after August 29, 1935, and prior to January 1, 1946.

(30) *Form G–3, Report of Physical Examination.* This form is to be used by a doctor of medicine to report his findings when requested by the Board to make a physical examination of an applicant for benefits under the Railroad Retirement and Railroad Unemployment Insurance Acts. It is used also to report the continuance of the disability of an annuitant previously awarded a disability annuity under the Railroad Retirement Act.

(31) *Form G–3x, Claim for Reimbursement for Medical Examination.* This form, prescribed by the Comptroller General, is to be used in claiming reimbursement for services rendered in performing physical examinations.

(32) *Form G–60, Application for Benefits Upon Death of Employee, Applicant, or Annuitant.* This form is to be executed by an individual who wishes to apply for death benefits payable under the Railroad Retirement Act of 1935, and by a legal representative applying for death benefits under the Railroad Retirement Act of 1937 in accordance with Part 236 of this chapter.

(33) *Form G–70, Protest of Record of Service Months and Wages.* This form is to be used by an employee in protesting the Board's record of his service months and wages, unless he is applying for benefits under the Railroad Unemployment Insurance Act. This form provides for showing the employee's claim of the amount of wages he earned in each month of the year or years, the name of the employer from which they were earned, and the place of employment.

(34) *Form G–78, Statement of Remarriage of Widow and Acknowledgment of Ineligibility for Monthly Insurance Benefits at Age 65.* This form is for the waiver of rights to monthly insurance benefits at age 65 by a remarried widow to entitle her to the residual lump sum without the expense of submitting formal proof of marriage.

(35) *Form G–86, Certification in Support of Employer Service for Which No Records Are Available.* This form is to be used by an individual who claims to have personal knowledge of all or part of an applicant's service which cannot be verified because employer records are missing.

(36) *Form G–87, Report of Employee Representative Service and Compensation.* This form is to be used to report service and compensation of employee representatives.

(37) *Form G–88, Certificate of Termination of Service and Relinquishment of Rights.* This is for the certification by an applicant for annuity that he has ceased working for an employer and has relinquished all rights to return to service of his last employer, whether or not covered by the Railroad Retirement Act. This certificate or a similar one must be executed and submitted to the Board before any annuity payments may be made to the applicant.

(38) *Form G–88a, Employee's Supplemental Report of Service and Compensation.* This is a form appearing on the reverse of Form G–88, Employee's Certificate of Termination of Service and Relinquishment of Rights, and is to be completed by employers in respect to service rendered between the period covered by the employer's last report of service and compensation and the date of the employee's termination of service.

(39) *Form G–89, Authority for Change of Effective Date.* This is the form to be used by applicant authorizing a change in or clarifying his annuity beginning date. Also if an applicant cancels his application for annuity he is requested to submit Form G–89 when he wishes to reinstate his application. The form must be signed before and by two witnesses.

(40) *Form G–108, Request for Supplemental Service Information.* This form is furnished an annuity applicant for his convenience in claiming service which has been reported by the employer but not previously claimed or to furnish additional information for service previously claimed but not verified by the employer. Detailed information such as exact name of carrier, exact pay-roll name, for each such period of service is to be shown.

(41) *Form G–124, Statement of Common-Law Marriage by Widow.* This is a form to be used in connection with an application for death benefits by a woman claiming to be the common-law wife of an employee.

(42) *Form G–124a, Statement Regarding Marriage.* This form is for a statement by disinterested persons regarding a claimed marriage.

(43) *Form G–126, Election by Widow or Parent to have Residual Payment*

Awarded in lieu of Monthly Benefits at Age 65. This form is to be used by a widow or parent to make the irrevocable election, under section 5 (f) (2) of the Railroad Retirement Act of 1937, as amended, to receive the lump sum payment provided by that section in lieu of future monthly benefits which might otherwise be payable at age 65.

(44) *Form G–130, Waiver of All Claims against the Estate of a Deceased.* This form is to be used by an individual desiring to waive a claim against an estate to permit the payment of benefits under the Railroad Retirement Act to the estate without the requirement of formal administration (See Part 236 of this chapter). In executing the form the individual waives all of his claim against the estate and releases and discharges the United States and the Railroad Retirement Board from any and all obligations by reason of payment to the estate of the full amount due.

(45) *Form G–154, Authorization to Furnish Information.* This form is to be completed in authorizing the Board to furnish information from its records.

(46) *Form G–253, Employee's Authorization for Employers to Exchange Information Concerning His Monthly Earnings in Employment Subject to Railroad Retirement Acts.* This form is for an employee's authorization for employers to exchange information concerning his earnings when the combined monthly earnings exceed $300.

(47) *Form G–372a, Request for Additional Information Concerning Deceased Employee.* This form is used to secure information when the original notice of the death of an employee does not contain sufficient information to identify the deceased individual on the Board's records.

(48) *Form G–467, Parent's Certificate of Dependency and Support.* This form is used by a claimant in furnishing information relative to a determination of status as a dependent parent of a deceased employee for the purpose of receiving a parent's annuity.

(49) *Form G–468, Certificate of Responsibility of Minor Applicant.* This is a form on which applicant for benefits who is still a minor is to provide information to support a request that benefits be paid without the appointment of a guardian and requires in addition, a statement by two adults that they are personally acquainted with the applicant and that to the best of their knowledge and belief the applicant's statements are true and complete.

(50) *Form G–469, Certificate of Guardian-in-Fact or Person in Loco Parentis.* Form to be used by a guardian-in-fact or a person in loco parentis of a minor with regard to an application of the minor for benefits and certifying that the benefits received would be used solely for necessities of the minor.

(51) *Form G–661, Appeal From Decision Concerning Creditability of Service.* This form is prescribed for filing an appeal from an initial decision of the Bureau of Retirement Claims with respect to a determination by that bureau that service claimed in connection with an application for annuity is not creditable because the employer is not covered by the Railroad Retirement Act.

(52) *Form ES–1, Application for Employment Service.* This form is to be used by unemployed persons in applying for placement by the employment service.

(53) *Form ES–19b, Referral Card.* This referral card is given to an applicant for employment service who is not a claimant for unemployment insurance benefits. It tells the applicant to report to a designated hiring official for work. The notice is to be left with the hiring office which is requested to complete the card to show whether or not the applicant was hired and to return it to a designated Board office.

(54) *Form ES–20b, Referral Card.* This is a referral card given to a claimant for unemployment insurance benefits. It tells him to report to a designated hiring official for work. The notice is to be left with the hiring office which is requested to complete the card to show whether or not the applicant was hired and to return it to a designated Board office.

(55) *Form ES–21b, Referral Card; Railroad Retirement Board to United States Employment Service.* This is a referral card given to an applicant for unemployment insurance benefits instructing him to report to the United States Employment Service for employment service. The United States Employment Service is requested to complete the card to show that the individual reported as instructed and to return it to the Board office designated.

(56) *Form ES–21c, Report on Placement or Refusal of Referral or Job Offer.* This is a form used by the United States Employment Service representative to report the results of a referral of an applicant for unemployment insurance benefits to the Employment Service for placement.

(57) *Form ES–107, Call-In Card.* This is a notice to an applicant for unemployment insurance benefits who has applied for employment service to appear in person at a designated place to discuss the possibility of employment. If the applicant does not report as directed, he is instructed to return the form furnishing information that he had good cause for not reporting. The form specifically states penalties for failure to comply with the instructions thereon.

(58) *Form ES–110, Referral List.* This is to list the individuals instructed to report to employer for an interview on job opening. The reverse side is to be completed by the employer to indicate whether the individuals were hired and date they are to begin work or reason they were not hired and is to be returned to a designated Board office.

(59) *Form ID–9a, Employer's Report of Compensation Not Previously Reported.* This form is to be used by an employer to report compensation not previously reported to the Bureau of Wage and Service Records. This information is required in determining the benefit rights of an applicant for unemployment insurance benefits whose base year wages were earned in the employment of the employer.

(60) *Form LQ–4, Report of Pensioner by Employer.* This form is used by an employer to furnish information directed towards proving that a pensioner of the employer is eligible for pension benefits under the Railroad Retirement Act.

(61) *Form OE–1, Payroll Report (Quarterly) for System Subordinate Units.* The form is for quarter-annual reports by system subordinate units of national-labor-organization "employers" of earnings by employees and of employer "contributions" remitted pursuant to the Railroad Unemployment Insurance Act; it shows also amounts of taxes paid pursuant to the Railroad Retirement Tax Act.

(62) *Form OE–2, Payroll Report (Monthly) for System Subordinate Units.* This form is similar to Form OE–1 except that it is for monthly reports.

(63) *Form OE–2a, Payroll Report (Monthly) for Local Subordinate Units.* This form is for monthly reports by local subordinate units of national-labor-organization "employers" and of earnings by employees and shows amounts of taxes paid under the Railroad Retirement Tax Act.

(64) *Form OE–5, Service and Compensation Report by Labor Organization.* This requires a report from covered labor organizations of the service and compensation of its covered employees.

(65) *Form RL—13c, Certification of Retirement.* This provides for a certification required of a person receiving an annuity on the basis of physical disability who reaches the age of 65 years, that he is not in the service of any employer under the Railroad Retirement Act or of the person or company by whom he was employed last before his annuity began to accrue and that he has relinquished all rights to return to the service of such an employer or person or company.

(66) *Form RL–51, Report of Payment for Time Lost.* The form is for a statement by an employer of payments to an employee for time lost, the statement to be used in determining whether such payment may be included in the employee's compensation.

(67) *Form RL–52, Employment Relation Questionnaire.* This form is used by an applicant for an annuity who was not in compensated service on August 29, 1935 to supply information relative to a determination of his employee status on that date.

(68) *Form RL–125, Notice of Probable Denial of Disability Claim and of Opportunity to Supply Additional Evidence.* This form is to be used to notify a claimant that the evidence submitted does not permit a favorable decision on a claim for a disability annuity, and to notify him that he may submit further evidence.

(69) *Form RP–4–37, Record of Employee Representative Service and Compensation.* This form is to be used by an applicant establishing employee representative service and compensation.

(70) *Form RB–1, Instructions as to How to Submit Proof of Age.* This form is a booklet describing what kinds of evidence of age are acceptable to the Board in support of claims; in what cases photographic or transcribed copies of original documents may be submitted; and

the form of letter of a labor union or fraternal organization stating what such records indicate as to the applicant's age.

(71) *Form RB–3, Acceptable Evidence of Age or Date of Birth and Relationship of a Survivor of an Employee.* A booklet describing what kinds of evidence of age and relationship are acceptable to the Board in support of claims of survivors of employees.

(72) *Form SI–1a, Application for Sickness Benefits.* This form is to be used by an employee in applying for the form on which to claim sickness benefits. The completed form supplies information necessary to determine if the applicant is eligible to claim benefits and waives any existing "doctor-patient privilege" for the purpose of supplying medical information in support of his claim.

(73) *Form SI–1b, Statement of Sickness.* This form is a detachable part of Form SI–1a and is to be executed by an authorized person supplying medical information in connection with an employee's application for sickness benefits.

(74) *Form SI–3, Claim for Sickness Benefits.* This form is sent by the Board to claimants for sickness benefits to inform the claimant of the registration period covered by the claim and to request information as to days of sickness claimed, days worked, and earnings. The form is to be returned to the office of the Board to which it is pre-addressed.

(75) *Form SI–3a, Claim for Sickness Benefits.* This form is the same as Form SI–3 but is sent to those claimants for sickness benefits whose statements of sickness indicate the need for additional medical information.

(76) *Form SI–3b, Supplemental Doctor's Statement.* This form is a detachable part of Form SI–3a and is to be executed by an authorized person to supplement information contained in Form SI–1b, Statement of Sickness, when additional information is desired.

(77) *Form SI–5, Report of Payments to Employee Claiming Sickness Benefits under the Railroad Unemployment Insurance Act.* This form is to be used by an employer or other person to report damages, pay for time lost, workmen's compensation or other payments made to an employee claiming sickness benefits.

(78) *Form SI–10, Statement of Authority to Act for Employee.* This is a form to be used by a person in furnishing information concerning his authority when applying for sickness benefits under the Railroad Unemployment Insurance Act on behalf of an employee who is unable to sign documents and transact business in connection with obtaining such benefits.

(79) *Form SI–101, Application for Maternity Benefits.* This is the form to be used by a female employee in applying for a claim form on which to claim maternity benefits. The form provides for a statement by the employee of prior employment and of the birth or expected birth of a child; and also for a waiver of any existing "doctor-patient privilege" with respect to the maternity sickness for which the claim is made. This form is to be mailed, together with completed Form SI–104, Statement of Maternity Sickness to the Railroad Retirement Board, 844 Rush Street, Chicago 11, Ill.

(80) *Form SI–103, Claim for Maternity Benefits.* This is the form to be used in making claim for maternity benefits under the Railroad Unemployment Insurance Act.

(81) *Form SI–104, Statement of Maternity Sickness.* This is the form to be executed by a doctor of medicine in connection with an application for maternity benefits, and is to be furnished to the Board, upon execution, together with completed Form SI–101, Application for Maternity Benefits.

(82) *Form UI–1, Application for Certificate of Benefit Rights.* This is a form for applying for a Certificate of Benefit Rights and provides for information in connection with employment service.

(83) *Form UI–3, Registration for Claim for Unemployment Insurance Benefits.* This is a form for registering for days of unemployment and claiming unemployment insurance benefits, for providing notice to the claimant of requirements upon him, and for statement to be certified to by the claimant.

(84) *Form UI–3a, Explanation of Exceptions to Certification for Day of Unemployment.* This form provides an opportunity for a full explanation of the reasons any statement to which a claimant has certified on Form UI–3 is not or may not be true for any particular day or days for which registration has been made.

(85) *Form UI–9, Applicant's Statement of Employment and Wages.* This is a form to be used in claiming service and compensation in connection with a claim for benefits under the Railroad Unemployment Insurance Act.

(86) *Form UI–84, Delayed Registration.* This is a form upon which to make a delayed registration for a day or days of unemployment.

(87) *Form UI–86, Appeal from Initial Determination under the Railroad Unemployment Insurance Act.* This form is used to appeal from an initial decision denying benefits under the Railroad Unemployment Insurance Act.

(Sec. 10, 49 Stat. 973, as amended, sec. 12, 52 Stat. 1107, as amended; 45 U. S. C. 228j, 362)

Dated: September 22, 1950.

By Authority of the Board.

[SEAL] MARY B. LINKINS,
Secretary of the Board.

[F. R. Doc. 50–8753; Filed, Oct. 5, 1950; 8:49 a. m.]

TITLE 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Federal Security Agency

[Docket No. FDC–46]

PART 19—CHEESES: PROCESSED CHEESES; CHEESE FOODS; CHEESE SPREADS, AND RELATED FOODS: DEFINITIONS AND STANDARDS OF IDENTITY

FINAL ORDER

Correction

In Federal Register Document 50–7334, published at page 5656 in the issue for Thursday August 24, 1950, the reference in the tenth line of the effective date paragraph at the end of the document now reading "19.610," should read "19.620".

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue, Department of the Treasury

Subchapter C—Miscellaneous Excise Taxes

[Regulations 4]

PART 183—PRODUCTION OF DISTILLED SPIRITS

AUTHORIZED REMOVALS OF NEUTRAL SPIRITS

Correction

In Federal Register Document 50–7036, published at page 5334 in the issue for Tuesday, August 15, 1950, paragraph (b) of § 183.497 should read:

(b) In approved containers, including tank cars and tank trucks, to any tax-paid bottling house or rectifying plant.

TITLE 29—LABOR

Chapter V—Wage and Hour Division, Department of Labor

PART 656—HAIRNET INDUSTRY IN PUERTO RICO, MINIMUM WAGE ORDER

Pursuant to the Administrative Procedure Act (60 Stat. 237; 5 U. S. C. 1001), notice was published in the FEDERAL REGISTER on September 15, 1950 (15 F. R. 6199) of my decision to approve the minimum wage recommendation of the Special Industry Committee No. 7 for Puerto Rico for the hairnet industry in Puerto Rico, and the proposed wage order to carry such recommendation into effect was published therewith. Interested parties were given an opportunity to submit written exceptions within 15 days from the date of publication of the notice. No exceptions have been filed, and the time for filing has expired.

Accordingly, pursuant to authority under the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060, as amended; 29 U. S. C. 201), the said decision is hereby affirmed and made final, and the said wage order is hereby issued to become effective November 6, 1950.

Sec.

656.1 Approval of recommendation of industry committee.
656.2 Wage rate.
656.3 Notices of order.
656.4 Definition of the hairnet industry in Puerto Rico.

AUTHORITY: §§656.1 to 656.4 issued under sec. 8, 63 Stat. 915; 29 U. S. C. 208. Interpret or apply sec. 5, 63 Stat. 911; 29 U. S. C. 205.

§ 656.1 *Approval of recommendation of industry committee.* The Committee's recommendation is hereby approved.

§ 656.2 *Wage rate.* Wages at the rate of not less than 40 cents an hour shall be paid under section 6 of the Fair Labor Standards Act of 1938, as amended, by every employer to each of his employees in the hairnet industry in Puerto Rico who is engaged in commerce or in the production of goods for commerce.

§ 656.3 *Notices of order.* Every employer employing any employees so engaged in commerce or in the production of goods for commerce in the hairnet industry in Puerto Rico shall post and keep posted in a conspicuous place in each department of his establishment where such employees are working such notices of this order as shall be prescribed, from time to time, by the Wage and Hour Division of the United States Department of Labor and shall give such other notice as the Division may prescribe.

§ 656.4 *Definition of the hairnet industry in Puerto Rico.* The hairnet industry in Puerto Rico, to which this part shall apply, is hereby defined as follows: The manufacturing and packaging of hairnets made from any material.

This definition supersedes the definitions contained in any and all wage orders heretofore issued for other industries in Puerto Rico to the extent that such definitions include products or operations covered by the definition of this industry.

Signed at Washington, D. C. this 2d day of October 1950.

WM. R. MCCOMB,
Administrator,
Wage and Hour Division.

[F. R. Doc. 50-8722; Filed, Oct. 5, 1950; 8:45 a. m.]

PART 662—CEMENT INDUSTRY IN PUERTO RICO, MINIMUM WAGE ORDER

Pursuant to the Administrative Procedure Act (60 Stat. 237; 5 U. S. C. 1001), notice was published in the FEDERAL REGISTER on September 15, 1950 (15 F. R. 6200) of my decision to approve the minimum wage recommendation of the Special Industry Committee No. 7 for Puerto Rico for the cement industry in Puerto Rico, and the proposed wage order to carry such recommendation into effect was published therewith. Interested parties were given an opportunity to submit written exceptions within 15 days from the date of publication of the notice. No exceptions have been filed, and the time for filing has expired.

Accordingly, pursuant to authority under the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060, as amended; 29 U. S. C. 201), the said decision is hereby affirmed and made final, and the said wage order is hereby issued to become effective November 6, 1950.

Sec.
662.1 Approval of recommendation of industry committee.
662.2 Wage rate.
662.3 Notices of order.
662.4 Definition of the cement industry in Puerto Rico.

AUTHORITY: §§ 662.1 to 662.4 issued under sec. 8, 63 Stat. 915; 29 U. S. C. 208. Interpret or apply sec. 5, 63 Stat. 911; 29 U. S. C. 205.

§ 662.1 *Approval of recommendation of industry committee.* The Committee's recommendation is hereby approved.

§ 662.2 *Wage rate.* Wages at the rate of not less than 65 cents an hour shall be paid under section 6 of the Fair Labor Standards Act of 1938, as amended, by every employer to each of his employees in the cement industry in Puerto Rico who is engaged in commerce or in the production of goods for commerce.

§ 662.3 *Notices of order.* Every employer employing any employees so engaged in commerce or in the production of goods for commerce in the cement industry in Puerto Rico shall post and keep posted in a conspicuous place in each department of his establishment where such employees are working such notices of this order as shall be prescribed, from time to time, by the Wage and Hour Division of the United States Department of Labor and shall give such other notice as the Division may prescribe.

§ 662.4 *Definition of the cement industry in Puerto Rico.* The cement industry in Puerto Rico, to which this part shall apply, is hereby defined as follows: The manufacture of hydraulic cement including the extraction of raw materials therefor.

This definition supersedes the definitions contained in any and all wage orders heretofore issued for other industries in Puerto Rico to the extent that such definitions include products or operations covered by the definition of this industry.

Signed at Washington, D. C. this 2d day of October 1950.

WM. R. MCCOMB,
Administrator,
Wage and Hour Division.

[F. R. Doc. 50-8723; Filed, Oct. 5, 1950; 8:45 a. m.]

PART 688—ARTIFICIAL FLOWER INDUSTRY IN PUERTO RICO, MINIMUM WAGE ORDER

Pursuant to the Administrative Procedure Act (60 Stat. 237; 5 U. S. C. 1001), notice was published in the FEDERAL REGISTER on September 15, 1950 (15 F. R. 6201) of my decision to approve the minimum wage recommendation of the Special Industry Committee No. 7 for Puerto Rico for the artificial flower industry in Puerto Rico, and the proposed wage order to carry such recommendation into effect was published therewith. Interested parties were given an opportunity to submit written exceptions within 15 days from the date of publication of the notice.

An exception was filed by Kaplan Bros. of New York on behalf of itself and its Puerto Rican subsidiary, Prafco, Inc. All the arguments presented were before me at the time I made the decision to approve the recommendation of the industry committee. These arguments were carefully considered and analyzed in my decision which was set forth in my findings and opinion dated September 11, 1950. The exception, therefore, raised no new matters which would require any change or modification of my previous decision.

Accordingly, pursuant to authority under the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060, as amended; 29 U. S. C. 201), the said decision is hereby affirmed and made final, and the said wage order is hereby issued to become effective November 6, 1950.

Sec.
688.1 Approval of recommendation of industry committee.
688.2 Wage rate.
688.3 Notices of order.
688.4 Definition of the artificial flower industry in Puerto Rico.

AUTHORITY: §§ 688.1 to 688.4 issued under sec. 8, 63 Stat. 915; 29 U. S. C. 208. Interpret or apply sec. 5, 63 Stat. 911; 29 U. S. C. 205.

§ 688.1 *Approval of recommendation of industry committee.* The Committee's recommendation is hereby approved.

§ 688.2 *Wage rate.* Wages at the rate of not less than 43 cents an hour shall be paid under section 6 of the Fair Labor Standards Act of 1938, as amended, by every employer to each of his employees in the artificial flower industry in Puerto Rico who is engaged in commerce or in the production of goods for commerce.

§ 688.3 *Notice of order.* Every employer employing any employees so engaged in commerce or in the production of goods for commerce in the artificial flower industry in Puerto Rico shall post and keep posted in a conspicuous place in each department of his establishment where such employees are working such notices of this order as shall be prescribed, from time to time, by the Wage and Hour Division of the United States Department of Labor and shall give such other notice as the Division may prescribe.

§ 688.4 *Definition of the artificial flower industry in Puerto Rico.* The artificial flower industry in Puerto Rico, to which this part shall apply, is hereby defined as follows: The manufacturing and assembling of artificial flowers, buds, berries, foliage, leaves, fruits, plants, stems, and branches.

This definition does not include such products as are not commonly or commercially known as "artificial" such as flowers made by blowing glass, molding plastic, or carving wood.

This definition supersedes the definitions contained in any and all wage orders heretofore issued for other industries in Puerto Rico to the extent that such definitions include products or operations covered by the definition of this industry.

Signed at Washington, D. C. this 2d day of October 1950.

WM. R. MCCOMB,
Administrator,
Wage and Hour Division.

[F. R. Doc. 50-8724; Filed, Oct. 5, 1950; 8:45 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter V—Department of the Army

JOINT PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS

The Joint Procurement Regulations, formerly published in Chapter VIII, Title 10, are amended by changing § 809.1202–

19 (a) (2), by adding §§ 809.102 and 809.102–1, and by rescinding § 809.302–1, as follows:

§ 809.102 *Premium wage compensation.*

§ 809.102–1 *Department of the Army.* (a) Production plans and schedules will be predicated upon industry working normal work-weeks and shifts without recourse to overtime and extra-pay shifts.

(b) Authorizations for overtime or extra-pay shifts will be made on the merits of each particular case and only when the following criteria are met:

(1) The item is essential in the present emergency.

(2) Expediting of production is needed to meet supply requirements in the opinion of the head of the procuring activity.

(3) No other reasonable facilities exist to produce the item within the required time.

(c) When criteria set forth in paragraph (b) of this section are met, overtime and extra-pay shifts may be authorized.

(d) The authority for approval of such overtime and extra-pay shift deviations as may be required is hereby delegated, with power of redelegation, to heads of procuring activities.

(e) Utilization of approvals for deviation of the overtime and extra-pay shifts as may be given by the head of a procuring activity, or his designated representative, will be confined to the meeting of essential deadlines necessary to the performance of the contract solely in the interests of the Government.

(f) In granting such approvals, it will be the responsibility of the head of a procuring activity and his designated representative to restrict such overtime and extra-pay shift work to the minimum required for the accomplishment of the specific work for which the deviation was requested and for which the approval was given.

(g) The above policy is not to be construed as forbidding the use of overtime or extra-pay shift work necessitated because of disaster or local operating emergencies.

(h) Where two or more Military Departments have current contracts in a single facility, before one Department finally authorizes overtime or extra-pay shifts on its contract, it will notify the other interested Military Departments. Agreements will be negotiated at operating levels. If unable to reach agreement, the overtime or extra-pay shifts will not be authorized and negotiations will be attempted at successively higher echelons.

(i) Any case concerning overtime or extra-pay shift work which may arise and does not fall within the foregoing authorization, including cases where Department representatives are unable to reach agreement as prescribed in paragraph (h) of this section and cases involving premium rates other than overtime or extra-pay shifts, will be referred to the Chief, Current Procurement Branch, Office of the Assistant Chief of Staff, G–4, Department of the Army, for consideration.

§ 809.302–1 *Department of the Army.* [Rescinded]

§ 809.1202–19 *Aircraft manufacturing industry*—(a) *Definitions.* * * *

(2) Expressly excluded from * * *; and aircraft air and fluid pumps and valves and flow dividers for use with such pumps.

* * * * *

[Proc. Cirs. 18, Sept. 7, 1950, and 20, Sept. 22, 1950] (R. S. 161; 5 U. S. C. 22. Interpret or apply 62 Stat. 21; 41 U. S. C. Supp. 151–161)

[SEAL] EDWARD F. WITSELL,
Major General, U. S. Army,
The Adjutant General.

[F. R. Doc. 50–8752; Filed, Oct. 5, 1950; 8:49 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 204—DANGER ZONE REGULATIONS

MISCELLANEOUS AMENDMENTS

Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U. S. C. 1), and chapter XIX of the Army Appropriation Act of July 9, 1918 (40 Stat. 892; 33 U. S. C. 3), § 204.235 is hereby revoked, and §§ 204.221 (a) (1) and 204.228 are hereby amended, as follows:

§ 204.221 *Strait of Juan de Fuca, Wash.; naval operations area for nonexplosive air-to-surface target practice.*—(a) *The danger zone.* (1) * * *; thence southeasterly to the point of beginning.

* * * * *

§ 204.228 *Atlantic Ocean off north coast of Puerto Rico: practice firing areas, United States Army Forces Antilles*—(a) *The danger zones*—(1) *Westerly small-arms range.* The waters within the sector of a circle bounded by radii of 10,000 yards bearing 279° and 315°, respectively, from latitude 18°28′31″, longitude 66°25′37″, and the included arc.

NOTE: All bearings in this section are referred to true meridian.

(2) *Camp Tortuguero artillery range.* The waters within the quadrant of a circle bounded by radii of 20,000 yards bearing 315° and 45°, respectively, from latitude 18°28′31″, longitude 66°25′37″, and the included arc.

(3) *Easterly small-arms range.* The water within the sector of a circle bounded by radii of 7,210 yards bearing 45° and 70°, respectively, from a point on the southeast boundary of the artillery range 2,790 yards from its southerly end, and the included arc.

NOTE: The outer boundaries of the danger zones will not be marked, but signs will be posted along shore to warn against trespassing in the firing areas.

(b) *The regulations.* (1) The danger zones shall be open to navigation at all times except when practice firing is being conducted. When practice firing is being conducted no vessel or other craft except those engaged in towing targets or patrolling the areas shall enter or remain within the danger zones: *Provided*, That any vessel propelled by mechanical power at a speed greater than five knots may proceed through the Camp Tortuguero artillery range at any time to and from points beyond, but not from one point to another in, the danger zone, between latitudes 18°31′ and 18°32′, at its regular rate of speed without stopping or altering its course, except when notified to the contrary.

* * * * *

§ 204.235 *Atlantic Ocean and Caribbean Sea in vicinity of St. Thomas, V. I.: restricted and prohibited areas for military operations.* [Revoked]

[Regs. Sept. 11, 1950, 600.2121–ENGWO] (40 Stat. 266, 892; 33 U. S. C. 1, 3)

[SEAL] EDWARD F. WITSELL,
Major General, U. S. Army,
The Adjutant General.

[F. R. Doc. 50–8750; Filed, Oct. 5, 1950; 8:49 a. m.]

TITLE 36—PARKS, FORESTS, AND MEMORIALS

Chapter II—Forest Service, Department of Agriculture

PART 261—TRESPASS

SETTLEMENT OF TRESPASS CASES

By virtue of the authority vested in the Secretary of Agriculture under the provisions of the act of June 4, 1897 (30 Stat. 35, 16 U. S. C. 551), and the act of February 1, 1905 (33 Stat. 628, 16 U. S. C. 472), Sec. 261.12, Part 261, Chapter II, Title 36, Code of Federal Regulations (1949 ed.), is hereby amended to read as follows:

§ 261.12 *Settlement of trespass cases.* The Forest Supervisor, when authorized by the Regional Forester, may settle any trespass involving a claim of not more than $1,000 and may authorize the District Ranger to settle any innocent trespass involving a claim of not more than $100. The Regional Forester may settle any trespass involving a claim of not more than $10,000, and may settle in larger amounts in which the terms of settlement have been previously reviewed and approved by the Chief of the Forest Service. The Chief of the Forest Service may settle a trespass claim in any amount. Compromise offers to settle for less than the amount found due and every civil trespass requiring the institution of legal proceedings which involves a claim in any amount for forest fire damage and suppression expenditures, or which involves a new or unusual question of law or policy or a claim for more than $1,000, shall be reported through the Chief of the Forest Service to the Solicitor for appropriate action.

All other civil trespasses requiring the institution of legal proceedings where compromise offer to settle for less than the amount found due has not been made may be taken up directly by the Regional Attorney with the appropriate United States Attorney, after which the Department of Justice will have exclusive authority to accept or reject offers in

compromise, and any offer received in such a case should be immediately transmitted to the proper United States Attorney.

(30 Stat. 35, as amended; 16 U. S. C. 551. Interprets or applies sec. 1, 33 Stat. 628, 16 U. S. C. 472)

In testimony whereof, I have hereunto set my hand and caused the official seal of the Department of Agriculture to be affixed, in the city of Washington, D. C., this 2d day of October, 1950.

[SEAL] CHARLES F. BRANNAN, *Secretary of Agriculture.*

[F. R. Doc. 50-8744; Filed, Oct. 5, 1950; 8:47 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

MISCELLANEOUS AMENDMENTS

1. In Subpart A, § 21.10 is canceled and paragraph (c) of § 21.51 is deleted.

§ 21.10 *Courses avocational or recreational in character.* [Canceled.]

§ 21.51 *Continuing entitlement.* * * * (c) [Deleted.]

2. In Subpart B, §§ 21.306, 21.308, and 21.309 are canceled.

§ 21.306 *Changing a course of education or training.* [Canceled.]

§ 21.308 *Change of course for satisfactory reasons.* [Canceled.]

§ 21.309 *Transfer from one institution to another.* [Canceled.]

3. In the provisional regulations of Subpart A, § 21.186 is canceled.

§ 21.186 *Application of the provisions of existing law prohibiting expenditure of Government funds for courses of education or training until certain requirements are met.* [Canceled.]

4. In the provisional regulations of Subpart A, a new § 21.189 is added as follows:

§ 21.189 *Application of the provisions of the Servicemen's Readjustment Act, Title II, as amended by section 1, Public Law 610, 81st Congress, approved July 13, 1950*—(a) *Restrictions on enrollment in a course in an institution which has been in operation for a period of less than one year*—(1) *Veteran's application.* Any veteran who desires education or training benefits under the Servicemen's Readjustment Act, as amended, or who desires to make any change in a course of institution will be required to show in his application (VA Form 7-1950), or his request for a change of course, change of institution, or additional education or training (VA Form 7-1905e), the name of the course of education or training he desires to pursue and the institution where he wishes to pursue such course before a Certificate of Eligibility and Entitlement may be issued by the Veterans' Administration.

(2) *Enrollments restricted.* (i) The payment of subsistence allowance or charges for tuition, fees, books, supplies or equipment will not be authorized in respect to a veteran who, on or after August 24, 1949:

(*a*) Commences any course in an institution which has been in operation for a period of less than one year, (as contemplated in subparagraph (3) of this paragraph), immediately prior to the date of such enrollment, unless such school has been approved by the Administrator as being essential to meet the requirements of veterans of the State in which the school is located (as contemplated in subparagraph (5) of this paragraph), or

(*b*) Commences a course which has been offered for a period of less than one year (as contemplated in subparagraph (4) of this paragraph) in an institution (as contemplated in subparagraph (3) of this paragraph), which has been in operation for a period of one year or more immediately prior to the date of enrollment in such course.

(3) *Institutions which have been in operation for a period of one year.* (i) For the purposes of applying the limitations on enrollment as contemplated in subparagraph (2) of this paragraph, the term "institution" will be considered to apply to all schools other than:

(*a*) An institution of higher learning operated as a public tax-supported or religious or charitable corporation or agency, or under the control of a public tax-supported religious or charitable corporation or agency or a branch or extension of such institution if the branch or extension is of the same general type as the institution or as the branches or extensions established by the institution prior to August 24, 1949, or

(*b*) A public or other tax-supported school which is operated under the control and supervision of local, municipal, county, or State Boards of Education.

(ii) A subsidiary branch or extension of an existing school in the same or different general locality is considered to be a separate institution except in the case of an institution established for more than one year which because of space limitations gives the course or courses in classes in another building or buildings in the same city.

(iii) An institution is considered to have been in operation one year when it has given for 12 calendar months a full schedule of instruction to a minimum of 25 full-time students or the equivalent thereof in part-time students for which the school has collected tuition. The institution must have been in continuous operation for a full 12-month period, including reasonable vacation and holiday periods and must have provided continuously to a minimum of 25 students or the equivalent thereof in part-time students during that full 12-month period the course or courses of substantially the same length and character as those offered following the 12-month period. An institution which qualifies in accordance with the foregoing criteria will not be classified as a new institution by reason of a change in the location of such institution from one point to another within the same general locality (a point within a radius of 25 miles of the original location), or a change of ownership or management, provided the institution has remained essentially the same institution with the same courses.

(4) *Courses which have been in operation for a period of one year.* (i) For the purposes of applying the limitations on enrollment as contemplated by subparagraph (2) of this paragraph, the following will be considered as courses which have been in operation for a period of one year or which otherwise meet the requirements of the law:

(*a*) A course that has provided a full schedule of instruction for a full 12-month period, including reasonable vacation and holiday periods to a minimum of 25 full-time students or the equivalent thereof in part-time students for which the school has collected tuition, or

(*b*) A course given by an institution, which course has been established for one year or more, notwithstanding the fact that the institution because of space limitations gives the course or courses in classes in another building or buildings in the same city or metropolitan area, or

(*c*) A course offered or established prior to August 24, 1949, in an institution which as of that date had operated for more than one year, or

(*d*) A course in an institution which has been in operation for a period of one year or more, which course, although not having been offered for a period of one year, does not depart completely from the whole character of instruction previously given by the institution. (A course will be considered not to depart from the whole character of instruction previously given by the institution when it is for the purpose of providing training in the same general occupational field as courses previously furnished by the institution for a period of more than one year, and involves the same or related instructional processes, facilities, and equipment. For example, a course in television servicing does not depart from the whole character of instruction in radio servicing, whereas a course in carpentry does depart from the whole character of instruction provided in a course of automobile mechanics.)

(5) *Approval by the Administrator of a new or existing institution as being essential to meet the requirements of veterans in a particular State.* The Administrator at his discretion may approve a new or existing institution which has not been in operation for a period of one year if he concurs in the certification by the State approval agency that the institution is essential to meet the requirements of veterans in such State. This authority is retained by the Administrator and is not delegated to the managers of field stations. Existing Veterans' Administration policy in relation to the functions of State approval agencies is not altered, since the Administrator makes no determination as to whether an educational or training institution is qualified and equipped to furnish education or training. The Administrator's approval will be limited to the essentiality of the institution to meet the needs of veterans in that particular State.

(b) *Discontinuance of a course where conduct or progress of a veteran is un-*

satisfactory. (1) Where the evidence of record establishes that a veteran by reason of his unsatisfactory progress will no longer be retained as a student or would not be readmitted as a student by the institution in accordance with the regularly prescribed standards and practices of the institution, there will be no further entitlement to education or training under the law, unless:

(i) The veteran, upon application for additional education or training or for a change of course, is able to establish facts to show that this failure to progress was not due to his own misconduct, negligence or lack of application; and

(ii) It is shown that the veteran has need of the desired course to complete his educational or job objective and that his aptitudes are such as to give reasonable assurance that he can successfully complete the requested course.

(2) No further consideration will be given to a veteran's request for an additional course of education or training under Part VIII, Veterans Regulation 1 (a), as amended (38 U. S. C. ch. 12), if his record shows that there has been discontinuance of more than one course of study under either Part VII or Part VIII because of unsatisfactory progress.

(c) *Changes of course and additional education or training where the veteran's conduct and progress has been satisfactory.* (1) Any veteran who desires additional education or training, a change of institution, or establishment, or a change of course, is required to make application on VA Form 7–1905e and to submit it to the regional office in possession of his records. The date of receipt of the veteran's VA Form 7–1905e in the regional office holding the veteran's records will be considered the date of the veteran's application for the purpose of determining the beginning of the 45-day statutory period in which the Veterans' Administration must make a decision and notify the veteran.

(2) The Administrator may, for reasons satisfactory to him, disapprove a change of course of instruction except that a veteran who has completed or discontinued a course (for any reason other than unsatisfactory conduct or progress) may change his course or secure an additional course in the same general field and may make one change from one general field to another general field (if he has not previously made one change f r o m one general field to another).

(3) There are three situations in which veterans who have previously entered education or training may wish new or extended benefits. The three situations are:

(i) A veteran who is enrolled in or pursuing a course and wants to change to another course either in the same institution or in another approved institution;

(ii) A veteran who has discontinued a course and desires to resume education or training;

(iii) A veteran who has completed a course and wishes an additional course of education or training.

(4) In all three situations the veteran, otherwise eligible, and whose conduct and progress were satisfactory, will be permitted additional education or training within the period of his entitlement in accordance with the provisions of this paragraph.

(5) There is no prohibition against additional education or training which is commonly recognized as being in the same general field as the veteran's original educational or job objective or a normally related progressive objective. The veteran's course under such circumstances fits naturally into general fields of related subjects in accordance with the following:

(i) The length of a veteran's course is its progressive continuation along a straight line. An illustration of this is a veteran who wishes to pursue a science course. He may progressively follow his course to his B. S. degree, then to his M. S. degree, and then on to his Ph. D. degree insofar as his entitlement will permit.

(ii) The breadth of a veteran's course is the specific course undertaken and such other related subjects or manipulative skills as are in the same general field. An illustration of this is a veteran, approved to pursue a course of automobile mechanics who would be permitted related courses of body and fender work, or similar subjects or skills required in the same general field of occupation.

It is intended that these illustrative and similar situations be covered by this subparagraph.

(6) For the purposes of this paragraph any change of course or additional education or training not encompassed by the provisions of subparagraph (5) of this paragraph will constitute a change from one general field to another.

(7) All requests for a change of course or for additional education or training will be referred to a registration officer for determination. If the registration officer determines that the veteran has not previously made a change of course and that the veteran's conduct and progress have been satisfactory, he will approve the requested change without regard to whether the desired course is in the same or a different general field. If the registration officer determines that the desired course is in a different general field and that the veteran has already made one change from one general field to another, the case will be immediately forwarded to the Advisement and guidance section where, upon the basis of a counseling interview conducted in accordance with advisement and guidance procedures under Part VIII, a determination will be made as to whether the veteran has need of the desired course to complete his educational or job objective and whether his aptitudes are such as to give reasonable assurance that he can successfully complete the course. The decision of the vocational adviser will govern. If the veteran is not notified as to the decision within 45 calendar days from the date the VA Form 7–1905e is received in the Veterans' Administration office holding the veteran's records, the veteran's request for the second change of general field shall be deemed to have been approved, provided he has not failed to appear at the time required for advisement and guidance or has not otherwise failed to cooperate in receiving the service.

(8) A request for a third change from one general field to another may be approved only upon the established need for a short, intensive course which will prepare the veteran for employment in a critical occupation for which there is a known shortage of trained workers. The burden of proof will be upon the veteran to establish these facts and the decision will be made by the registration officer on the basis of the evidence of record.

(9) If a veteran requests advisement and guidance for the purpose of assisting him in arriving at the most suitable course, a decision on the request for change cannot be made until advisement and guidance is completed since the veteran will not previously have designated the course to which he desires to change. The 45-day limitation will not apply in such cases.

(10) Advisement and guidance will not be required in cases of veterans who at the time of making application for a change of general field are located in any foreign country or other area not under the jurisdiction of a regional office. (See paragraph (b) of this section for action in all cases where unsatisfactory progress is involved.) The registration officer will, upon determination that a change in general field is involved and that the veteran has previously had a change from one general field to another, inform the veteran that he will be required to submit complete justification to establish: (i) That he has need of the desired course to complete his educational or job objective, and (ii) that his educational qualifications are such as to give reasonable assurance that he can complete the course successfully. On the basis of the veteran's submission and the other evidence of record the registration officer will determine whether the requested course will be approved or disapproved and will notify the veteran.

(11) Under the provisions of this paragraph, no benefits will be authorized for any period prior to the date of first receipt of the veteran's application, formal or informal, in any office of the Veterans' Administration, or the date the veteran enters training, whichever is the later. While prior approval is not required, no payment will be made to either veteran or an institution in cases where the application is disapproved. These benefits may not be extended in any instance where their extension would be in conflict with the avocational or recreational provisions of the law and instructions thereunder.

(d) *Restrictions on the pursuit of courses avocational or recreational in character*—(1) *Courses avocational or recreational in character.* The pursuit of any course elected or commenced by a veteran subsequent to July 1, 1948, which is determined to be avocational or recreational in character is prohibited. The following courses shall be presumed to be avocational or recreational in character: Dancing courses; photography

courses; glider courses; bartending courses; personality-development courses; entertainment courses; music courses—instrumental and vocal; public-speaking courses; and courses in sports and athletics such as horseback riding, swimming, fishing, skiing, golf, baseball, tennis, bowling, and sports officiating (except applied music, physical education, or public-speaking courses which are offered by institutions of higher learning for credit as an integral part of a course leading to an educational objective); but no such course shall be considered to be avocational or recreational in character if the veteran submits complete justification that such course will contribute to bona fide use in his present or contemplated business or occupation.

(2) *Other courses declared avocational or recreational in character by manager.* Managers are authorized to declare other courses to be avocational or recreational in character if they are well known to managers to be frequently pursued for avocational or recreational purposes within their regional office areas. But no such course will be considered to be avocational or recreational in character if a physically qualified veteran submits either (i) complete justification that such course will contribute to bona fide use in his present or contemplated business or occupation, or (ii) a certificate in the form of an affidavit by the veteran supported by corroborating affidavits by 2 competent disinterested persons that such education or training will be useful to him in connection with earning a livelihood. No evidence of physical qualification will be required except in those occupations for which physical standards are prescribed. In such cases a physician's certificate that the veteran is not suffering from any disease or disability that would disqualify him for the job for which training is desired will be required.

(3) *Flight courses.* (i) An elementary flight or private pilot course or a commercial pilot course elected by a veteran in an approved school shall not be considered avocational or recreational in character if the veteran submits to the regional office a certificate showing that he is physically qualified in accordance with the standards of the Civil Aeronautics Administration to obtain the type of license which will enable him to attain his employment objective together with (*a*) complete justification that such course is in connection with his present or contemplated business or occupation, or (*b*) a certificate in the form of an affidavit by the veteran supported by corroborating affidavits by 2 competent disinterested persons that such flight training will be useful to him in connection with earning a livelihood, which affidavits, in the absence of substantial evidence to the contrary, will be accepted as constituting compliance with the law. (VA Forms 7–1926 and 7–1927 may be used for these affidavits.)

(ii) An elementary flight, private pilot, or commercial pilot course or part thereof, which is provided by an institution of higher learning as a voluntary elective course for which academic credit is given as partial fulfillment of the institution's standard credit-hour requirement for the veteran's degree objective, shall be subject to the provisions contained in this subparagraph and as heretofore held by the Veterans' Administration shall be considered as separate courses. Flight courses which are required by the institution as a part of the institution's standard credit-hour requirement for the veteran's degree objective shall not be considered avocational or recreational in character when the institution certifies to the Veterans' Administration that the veteran is required to pursue such course for credit in order to complete his degree requirement.

(iii) A flight instructor course, an instrument rating course, a multiengine class-rating course, or an airline transport pilot course elected by a veteran in an approved school shall not be considered avocational or recreational in character for a veteran who satisfies the regional office that he possesses a valid commercial pilot's license and the medical certificate which he is required to possess in order to obtain the license or certificate for which the course is pursued.

(4) *Adjudications of evidence.* In all adjudications under this paragraph the expression "substantial evidence to the contrary" means evidence of a nature ordinarily acceptable as competent to establish facts or circumstances contrary to the matter sought to be established by the claimant and may consist of matters of record in the Veterans' Administration or otherwise properly within the knowledge of those charged with the adjudication. The expression "competent disinterested persons" means persons who are qualified by reason of their personal knowledge of facts and circumstances to testify concerning the use of the course of training by the veteran in connection with his earning a livelihood, and who, except as to present or prospective employers, have no interest whatsoever, either personal or by association, in pursuit or non-pursuit by the veteran of the desired course. For the purpose of this definition, supporting affidavits by members of a veteran's family or by employees or owners of schools will not constitute evidence of disinterested persons. In any event, corroborating affidavits must establish clearly and definitely the identity of the affiant, the character of his relationship or association with the claimant, and the basis and source of his asserted knowledge of the matters to which he testifies.

(5) Complete justification and affidavit evidence required by this paragraph must be submitted to and approved by the regional office prior to the veteran's entrance into training. No payments for subsistence allowance or tuition may be authorized for any period prior to the date of such approval.

(Instruction 4, Public Law 610, 81st Congress)

[SEAL] O. W. CLARK,
Deputy Administrator.

[F. R. Doc. 50–8773; Filed, Oct. 5, 1950; 8:52 a. m.]

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

PROVISIONAL REGULATIONS

A new § 21.188 is added as follows:

§ 21.188 *Application of the provisions of the Servicemen's Readjustment Act, Title II, as amended by section 7, Public Law 610, 81st Congress, approved July 13, 1950.* (a) In any case where an overpayment of subsistence allowance has been made to a veteran for any period beginning on or after July 13, 1950, and the overpayment, which has not been recovered or waived, is proven in a hearing before the committee on waivers to be the result of willful or negligent failure of the school to report to the Veterans Administration, as required by applicable regulation or contract, unauthorized or excessive absences from a course in which the veteran has been enrolled, or discontinuance or interruption of a course by the veteran, the amount of such overpayment will constitute a liability of the school for such failure to report. Recovery will be made by offset from amounts otherwise due the school or by direct collection, provided that any amount so recovered shall be reimbursed to the school if the overpayment is subsequently recovered from the veteran. If the overpayment is found not due to the willful or negligent failure of the school to report and is not waived with respect to the veteran, recovery procedures will be instituted against the veteran only with no recovery against the school. If the overpayment is waived with respect to the veteran or has been recovered from him, the school cannot be held liable.

(b) In any case where in an overpayment of subsistence allowance has not been waived or recovered from the veteran and has been fully recovered from the school, the case will be reported immediately to the General Accounting Office as uncollectible as to the veteran, but with a notation showing the Government has been protected by recovery from the school and that any future recovery from the veteran is to be refunded to the school. If such a veteran subsequently makes arrangement to restore the amount of overpayment to the Veterans' Administration, for example, a veteran who wishes to reenter a course of education or training, any amount so recovered by the Veterans' Administration (§ 21.113) will be reimbursed to the school and the General Accounting Office will be advised.

(c) The registration and research section will be responsible for determining whether there is prima facie evidence to indicate than an overpayment of subsistence allowance is the result of willful or negligent failure on the part of the school to report to the Veterans' Administration unauthorized or excessive absences from the course or discontinuance or interruption of a course by the veteran. Only those cases in which adequate prima facie evidence is of record will be referred to the finance division and the committee on waivers for possible recovery action against the school.

Examples: Where a school has failed to furnish information within a reasonable

period from the date the change or discontinuance occurred and the Veterans Administration record contains other considerations which indicate repeated failures to furnish information or otherwise to cooperate in complying with Veterans Administration Regulations, referral to finance would be appropriate. However, where the Veterans Administration record or other known considerations indicate that a school has an operating procedure that is adequate for reporting to the Veterans Administration timely and pertinent information, but an isolated instance occurs where the school fails to submit a notice within a reasonable period, it would be proper for a registration officer to conclude that the failure was due to an unavoidable human error as distinguished from willfulness or negligence. On the other hand, where there is no report from the school indicating irregular attendance and it is later discovered by the Veterans Administration, through an audit conducted of the school or otherwise, that the school had been either negligent in failing to maintain a record of a student's attendance as required by regulation or contract, or that the school had been willful in that it had not made report to the Veterans Administration of absences disclosed by the attendance records maintained by the school, it would be proper for the registration officer to determine that the overpayment had resulted from the willful or negligent failure of the school to report.

It is the purpose of the foregoing examples to illustrate the importance of the judgment to be exercised by the registration officer in making appropriate referrals to finance to the end that an unnecessary burden is not placed upon other activities of the Veterans Administration or upon schools in cases where charges of negligence or willfulness cannot be sustained.

(Instruction 3, Public Law 610, 81st Congress)

[SEAL] O. W. CLARK,
Deputy Administrator.

[F. R. Doc. 50-8772; Filed, Oct. 5, 1950; 8:52 a. m.]

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 35—PROVISIONS APPLICABLE TO THE SEVERAL CLASSES OF MAIL MATTER

MISCELLANEOUS AMENDMENTS

1. In § 35.14 *Inflammable substances* (39 CFR 35.14; 15 F. R. 1841), amend paragraph (d) by the addition of subparagraph (4) to read as follows:

(4) Paints, enamel, varnishes, lacquers, shellacs, stains, and other liquids or substances with flash point of 80° F. or lower (Tag. open tester), or inflammable solids or other materials requiring a yellow caution label, except motion picture film in ICC metal containers and manufactured articles of pyroxylin plastics properly packed, are prohibited in air mail service. Prospective mailers of any of these substances must be in a position to certify that the desired mailing complies with the regulations both as to flash point and packaging.

NOTE: See § 35.25a as to general air mail service mailability regulations.

2. Insert a new section, § 35.25a *Air mail service; prohibited and acceptable matter*, immediately following § 35.25 in the text to read as follows:

§ 35.25a *Air mail service; prohibited and acceptable matter*—(a) *Prohibitions.* (1) All materials prohibited in the domestic surface mails.

(2) Day-old fowl, honey bees, alligators, and other matter subject to damage by low temperatures.

(3) Magnetic materials containing permanent magnets with unconfined fields.

(4) Any container subject to damage by changes of atmospheric pressure with loss or leakage of contents.

(b) *Acceptable matter.* (1) Nonhazardous materials and materials not subject to damage by low temperature.

(2) Matters susceptible to damage by changes in temperature or atmospheric pressures, if adequately protected by proper packing and any other necessary measures.

(3) Cut flowers and other similar matter (when necessary, they should be protected by insulating material).

(4) Queen bees and their attendant bees, frogs, and other harmless live creatures, which are not affected by changes in temperature or atmospheric pressures.

(5) Photoflash lamps, securely packed and cushioned in a strong outside container, if no other matter is contained in the same parcel.

(c) *General.* Friction top cans containing non-inflammable liquids must be properly soldered.

NOTE: See § 35.14 as to prohibition on inflammable substances in the air mail service; and § 35.18 as to containers for mailable liquids.

(R. S. 161, 396, 3921, sec. 24, 20 Stat. 361, sec. 2, 33 Stat. 440, secs. 12, 13, 39 Stat. 162, sec. 5, 41 Stat. 583, secs. 304, 309, 42 Stat. 24, 25, sec. 206, 43 Stat. 1067, sec. 6, 45 Stat. 941, 46 Stat. 264, 526, 62 Stat. 781; 5 U. S. C. 22, 369, 18 U. S. C. 1716, 39 U. S. C. 250, 273, 291, 291a, 295, 365, 370)

[SEAL] J. M. DONALDSON,
Postmaster General.

[F. R. Doc. 50-8733; Filed Oct. 5, 1950; 8:45 a. m.]

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

MISCELLANEOUS AMENDMENTS

a. In § 127.71 *Sealing*, amend paragraph (a) by inserting "Czechoslovakia (insured)" between "Cuba" and "Denmark (insured)" in the list of countries shown therein.

b. In § 127.102 *Special provisions applicable to international insurance service*, amend paragraph (a) by inserting "Czechoslovakia" between "Colombia" and "Denmark" in the list of countries shown therein.

c. In § 127.227 *Canada*, amend subdivision (xv) of paragraph (b) (5) to read as follows:

(xv) (*a*) The transmission of merchandise to the Yukon Territory over the White Horse-Dawson route during the winter season (from October 1 to May 31) will be restricted to Carcross and White Horse.

(*b*) During the winter season there will be a weekly or more frequent air-stage service, depending on weather conditions, in operation between White Horse and Dawson via Mayo Landing and Elsa, White Horse and Fort Selkirk via Carmacks, and fortnightly between Dawson and Stewart River. Watson Lake is served tri-weekly by air the year around. Parcel post is conveyed over this air-stage service to and from those post offices at the special rate of 30 cents for the first pound plus 25 cents for each additional pound or fraction up to 15 pounds. Parcels originating in the United States addressed for delivery at Dawson, Mayo Landing, Fort Selkirk, Carmacks, Elsa, Watson Lake, and Stewart River will be given air transmission to these points in Yukon, provided postage is paid at the above-mentioned rate. Such parcels will be sent by ordinary means to White Horse for onward air connection. Air-mail markings must not appear on these parcels.

(*c*) Teslin is served approximately weekly in winter by motor vehicle service via the Alaska Highway. Parcels for delivery at Teslin are subject to a special rate of 25 cents per pound or fraction.

d. In § 127.239 *Czechoslovakia*, make the following changes:

1. Amend the tabulated information immediately below the table of air parcel post rates, subdivision (ii) of paragraph (b) (1), by striking "Sealing: Optional" and substituting in lieu thereof "Sealing: Insured parcels must, and ordinary parcels may, be sealed.", and by striking "Insurance: No" and substituting in lieu thereof "Insurance: Yes".

2. Amend paragraph (b) (2) to read as follows:

(2) *Indemnity.* See subcaption "Insurance".

3. Insert a new paragraph (b) (3a) to read as follows:

(3a) *Insurance.* (i) Parcel post packages may be insured subject to the following limits of indemnity when prepaid at the appropriate postage rates in addition to the insurance fees mentioned hereunder:

Limit of indemnity:	*Fee, cents*
Not over $10	20
From $10.01 to $25	25
From $25.01 to $50	35
From $50.01 to $100	55
From $100.01 to $200	60

(ii) *Insurance return receipt:* Requested at time of mailing, 5 cents: after mailing, 10 cents. (See § 127.102 (d).)

(iii) The insurance of parcels containing coin, precious metals, jewelry, or other precious articles is obligatory. If a parcel containing such articles is sent uninsured through error, it shall be placed under insurance by the post office which first observes the fact of its having been mailed uninsured, and treated accordingly.

(iv) Each insured parcel and its customs declaration must have shown thereon (both in arabic figures and in roman letters spelled out in full), in United States currency and in gold francs, the amount for which the parcel is insured. (See § 127.102 (b) (5).)

(v) For further information concerning insurance service, see §§ 127.102 and 127.108.

(R. S. 161, 396, secs. 304, 309, 42 Stat. 24, 25; 5 U. S. C. 22, 369; and the terms of postal conventions and agreements entered into pursuant to R. S. 398, 48 Stat. 943; 5 U. S. C. 872)

[SEAL] J. M. DONALDSON, *Postmaster General.*

[F. R. Doc. 50-8732; Filed, Oct. 5, 1950; 8.45 a. m.]

PROPOSED RULE MAKING

DEPARTMENT OF JUSTICE

Immigration and Naturalization Service

[8 CFR, Parts 360, 373]

ISSUANCE OF SUBPENAS FOR ATTENDANCE OF WITNESSES AT PRELIMINARY NATURALIZATION HEARINGS

NOTICE OF PROPOSED RULE MAKING

SEPTEMBER 26, 1950.

Pursuant to section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U. S. C. 1003), notice is hereby given of the proposed issuance by the Commissioner of Immigration and Naturalization, with the approval of the Attorney General, of the following rules relating to the issuance of subpenas for the attendance of witnesses at preliminary naturalization hearings before the designated examiner. In accordance with subsection (b) of said section 4, interested persons may submit to the Commissioner of Immigration and Naturalization, Room 1-1237, Temporary Federal Office Building X, 19th and East Capitol Streets NE., Washington 25, D. C., written data, views, and arguments relative to the substantive provisions of the proposed amendment. Such representations may not be presented orally in any manner. All relevant material received within 20 days following the day of publication of this notice will be considered.

1. Section 360.2 of Chapter I, Title 8 of the Code of Federal Regulations, is amended to read as follows:

§ 360.2 *Issuance of subpenas.* Clerks of court shall issue subpenas for attendance of witnesses before the designated examiner at preliminary naturalization hearings, or for attendance of witnesses before the naturalization court at final naturalization hearings, when such subpenas are requested by the designated examiner or by the Immigration and Naturalization Service on behalf of the United States. Clerks of court shall also issue such subpenas upon the request of the petitioner, provided the petitioner deposits with the clerk of court a sum of money sufficient to cover the cost of the subpena and the legal fees of such witnesses (Nationality Act of 1940, secs. 309 (d), 333 (a), and 342 (j), 54 Stat. 1144, 1156, 1162; 8 U. S. C. 709 (d), 733 (a), 742 (j)).

CROSS REFERENCE: For provisions relating to issuance of subpenas by designated examiner, see § 373.1 (a) of this chapter.

2. Paragraph (a) of § 373.1, is amended to read as follows:

§ 373.1 *Preliminary hearings under section 333 of the Nationality Act of 1940.*—(a) *By whom conducted.* Preliminary hearings conducted under section 333 of the Nationality Act of 1940 shall be open to the public. Wherever practicable, a member of the Service other than the person who conducted the preliminary investigation, shall serve as designated examiner. The designated examiner shall preside at the preliminary hearing and the petitioner and his witnesses shall be present. The petitioner and witnesses shall first be duly sworn. The designated examiner shall have before him at the preliminary hearing the record of the preliminary investigation in each case, including the sworn Form N-400. However, he shall not be limited to the information contained in such record, but may use any admissible material evidence or data received from any other source; and he may present and examine witnesses other than those produced by the petitioner. If necessary, he may obtain subpenas from the clerk of court for the attendance of such witnesses or may himself issue such subpenas. All evidence upon which the findings and recommendations to the court will be made, including evidence relating to the competency and credibility of witnesses, shall be presented at the preliminary hearing.

CROSS REFERENCE: For provisions relating to issuance of subpenas by clerks of court, see § 360.2 of this chapter.

(Sec. 37, 327, 54 Stat. 675, 1150; 8 U. S. C. 458, 727)

[SEAL] A. R. MACKEY, *Acting Commissioner of Immigration and Naturalization.*

Approved: September 30, 1950.

PEYTON FORD, *Acting Attorney General.*

[F. R. Doc. 50-8749; Filed, Oct. 5, 1950; 8:48 a. m.]

DEPARTMENT OF AGRICULTURE

Production and Marketing Administration

[7 CFR, Part 52]

UNITED STATES STANDARDS FOR GRADES OF SULFURED CHERRIES [1]

NOTICE OF PROPOSED RULE MAKING

Notice is hereby given that the United States Department of Agriculture is considering the revision, as herein proposed, of the current United States Standards for Grades of Pitted Sulfured Cherries and the current United States Standards for Grades of Unpitted Sulfured Cherries, pursuant to the authority contained in the Agricultural Marketing Act of 1946 (60 Stat. 1087; 7 U. S. C. 1621 et seq.) and the Department of Agriculture Appropriation Act, 1951 (Pub. Law 759, 81st Cong., approved September 6, 1950). This revision, if made effective, will be the second issue by the Department of each of the grade standards for these products.

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposed revision should file the same, in duplicate, with the Chief, Processed Products Standardization and Inspection Division, Fruit and Vegetable Branch, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C., not later than 90 days after publication hereof in the FEDERAL REGISTER.

The proposed revision is as follows:

§ 52.240 *Sulfured cherries.* "Sulfured cherries" are prepared from properly matured whole cherries (Prunus avium or Prunus cerasus) of similar varietal characteristics; are packed with or without the addition of a hardening agent, in a solution of sulfur dioxide of sufficient strength to preserve the product.

(a) *Styles of sulfured cherries.* (1) "Unstemmed and unpitted" is the style of sulfured cherries consisting of whole cherries (irrespective of size) with pits and not less than 80 percent, by count, of all the cherries have the stems attached.

(2) "Stemmed and unpitted" is the style of sulfured cherries consisting of whole cherries (irrespective of size) with pits and not more than 1 percent, by count, of all the cherries are cherries with stems attached.

(3) "Stemmed and pitted" is the style of sulfured cherries consisting of whole cherries of which not more than 1 percent by count, of all the cherries are cherries with stems attached and: (i) For each 40 ounces of all the cherries there may be present not more than 2 cherries with pits when all cherries are of small size or extra small size; (ii) for each 40 ounces of all the cherries there may be present not more than 1 cherry with a pit when all cherries are of medium size, large size, or different sizes; and (iii) for each 60 ounces of all the cherries there may be present not more than 1 cherry with a pit when all cherries are of extra large size.

[1] The requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act.

(4) "Unstemmed and pitted" or "cocktail" is the style of sulfured cherries consisting of whole cherries of which not more than 5 percent, by count, of all the cherries are cherries without the stems attached and: (i) For each 40 ounces of all the cherries there may be present not more than 2 cherries with pits when all cherries are of small size or extra small size; (ii) for each 40 ounces of all the cherries there may be present not more than 1 cherry with a pit when all cherries are of medium size, large size, or different sizes; and (iii) for each 60 ounces of all the cherries there may be present not more than 1 cherry with a pit when all cherries are of extra large size.

(5) "Unclassified" consists of sulfured cherries which do not conform to any of the foregoing styles.

(6) "Pit" means an entire pit or portion thereof attached to a sulfured cherry in the pit cavity.

(b) *Recommended sizes of sulfured cherries.* (1) Although size is a factor in connection with some styles of sulfured cherries, it is not a factor of quality for the purpose of these grades. The size range of sulfured cherries varies on the basis of the diameter of the fruit. The diameter of the sulfured cherry is the minimum diameter of the fruit that will pass through a rigid ring of the same diameter, without using pressure. The name designations of the various sizes are shown in the first column of Table No. I of this paragraph. Sulfured cherries will be considered as meeting a particular designated size if not more than 15 percent, by count, of all cherries are smaller and not more than 15 percent, by count, of all cherries are larger than the diameter range of the particular size designation. Further, with respect to the size designation:

(i) *Extra small.* (a) At least 70 percent of the cherries have diameters not smaller than 14 mm and not larger than 16 mm;

(b) Not more than 15 percent of the cherries have diameters smaller than 14 mm;

(c) Not more than 3 percent of the cherries have diameters larger than 18 mm; and

(d) Not more than 15 percent, including the preceding 3 percent of the cherries have diameters larger than 16 mm.

(ii) *Small.* (a) At least 70 percent of the cherries have diameters over 16 mm but not larger than 18 mm.

(b) Not more than 15 percent of the cherries have diameters smaller than 16 mm;

(c) Not more than 3 percent of the cherries have diameters larger than 20 mm; and

(d) Not more than 15 percent, including the preceding 3 percent of the cherries have diameters larger than 18 mm.

(iii) *Medium.* (a) At least 70 percent of the cherries have diameters over 18 mm but not larger than 20 mm;

(b) Not more than 3 percent of the cherries have diameters smaller than 16 mm;

(c) Not more than 15 percent, including the preceding 3 percent of the cherries have diameters smaller than 18 mm;

(d) Not more than 15 percent of the cherries have diameters larger than 20 mm.

(iv) *Large.* (a) At least 70 percent of the cherries have diameters over 20 mm but not larger than 22 mm;

(b) Not more than 3 percent of the cherries have diameters smaller than 18 mm;

(c) Not more than 15 percent, including the preceding 3 percent of the cherries have diameters smaller than 20 mm;

(d) Not more than 15 percent of the cherries have diameters larger than 22 mm.

(v) *Extra large.* (a) At least 85 percent of the cherries have diameters over 22 mm; and

(b) Not more than 3 percent of the cherries have diameters smaller than 20 mm.

TABLE No. I—SIZES OF CHERRIES IN SULFURED CHERRIES

Name designation:	*Minimum and maximum diameter*
Extra small	14 mm. to, and including, 16 mm.
Small	Over 16 mm. to, and including, 18 mm.
Medium	Over 18 mm. to, and including, 20 mm.
Large	Over 20 mm. to, and including, 22 mm.
Extra large	Over 22 mm.

(c) *Grades of sulfured cherries.* (1) "U. S. Grade A" or "U. S. Fancy" is the quality of sulfured cherries that are clean; that are practically free from defects; that possess a good character; and with respect to color, scores not less than 85 points when scored in accordance with the scoring system outlined in this section.

(2) "U. S. Grade B" or "U. S. Choice" is the quality of sulfured cherries that are clean; that possess a reasonably good color; that are reasonably free from defects; that possess a reasonably good character; and that score not less than 70 points when scored in accordance with the scoring system outlined in this section.

(3) "U. S. Grade D" or "Seconds" is the quality of sulfured cherries that are clean, but for other reasons fail to meet the requirements of U. S. Grade B or U. S. Choice.

(4) "U. S. Combination Grade" is the quality of sulfured cherries that are clean; that possess a reasonably good color; and that with respect to character and absence of defects meets the following requirements:

(i) Not less than 90 percent, by weight, of all the cherres, possess at least reasonably good character and are free from misshapen cherries, cherries seriously damaged by mechanical injury, and seriously blemished cherries; and

(ii) At least 50 percent, by weight, of all the cherries, possess a good character; are free from blemished cherries or seriously blemished cherries, misshapen cherries, and cherries damaged by mechanical injury or cherries seriously damaged by mechanical injury.

(d) *Definition.* (1) "Clean" means that the product is practically free from leaves, detached stems, bark, fruit spurs, dirt or other foreign material.

(e) *Ascertaining the grade with respect to "U. S. Grade A" or "U. S. Fancy" and "U. S. Grade B" or "U. S. Choice."* (1) The grade of sulfured cherries is ascertained by considering, in addition to the requirements of the respective grade, the respective ratings for the factors of color, absence of defects, and character.

(2) The relative importance of each factor which is scored is expressed numerically on the scale of 100. The maximum number of points that may be given each factor is:

Factors:	*Points*
(i) Color	20
(ii) Absence of defects	40
(iii) Character	40
Total score	100

(f) *Ascertaining the rating for each factor which is scored.* The essential variations within each factor which is scored are so described that the value may be ascertained and expressed numerically. The numerical range for the ratings of such factors is inclusive (for example, "17 to 20 points" means 17, 18, 19, or 20 points).

(1) *Color.* (i) Sulfured cherries that possess a good color may be given a score of 17 to 20 points. "Good color" means that the cherries possess a practically uniform color typical of well-bleached sulfured cherries.

(ii) If the sulfured cherries possess a reasonably good color, a score of 14 to 16 points may be given. "Reasonably good color" means that the cherries possess a reasonably uniform color typical of reasonably well-bleached sulfured cherries.

(iii) Sulfured cherries that fail to meet the requirements of subdivision (ii) of this subparagraph may be given a score of 0 to 13 points. Sulfured cherries that fall into this classification shall not be graded above U. S. Grade D or Seconds, regardless of the total score for the product (this is a limiting rule).

(2) *Absence of defects.* The factor of absence of defects refers to the degree of freedom from misshapen cherries, cherries damaged or seriously damaged by mechanical injury, and cherries blemished or seriously blemished by discoloration, rain or solution cracks, bird pecks, pathological injury, insect injury or blemished by other means.

(i) "Misshapen cherries" means any deformed cherries or double cherries.

(ii) "Cherries damaged by mechanical injury" means any pitter tear or pitter tears which materially affect the appearance of the cherry; any pitter hole measuring more than 1/8 inch across, but not more than 3/16 inch across, or pitter holes aggregating more than 1/8 inch across, but not more than 3/16 inch across; any pitter hole where there is a material loss of flesh; and other mechanical injury which materially affects the appearance of the cherry.

(iii) "Cherries seriously damaged by mechanical injury" means any pitter tear or pitter tears which seriously affect the appearance of the cherry; any pitter hole measuring more than 3/16 inch across, or pitter holes aggregating more than 3/16 inch across; any pitter hole

where there is a serious loss of flesh; and other mechanical injury which seriously affects the appearance of the cherry.

(iv) "Blemished cherry" means any cherry which is affected by:

(*a*) Dark surface discoloration exceeding in the aggregate an area equal to that of a circle 3/16 inch in diameter, but not exceeding in the aggregate 1/8 of the surface of the cherry and any rough surface areas which slightly affect the appearance of the cherry;

(*b*) Light surface discoloration exceeding in the aggregate 1/8 of the surface of the cherry, but not exceeding in the aggregate 1/2 of the surface of the cherry;

(*c*) Rain checks or rain cracks (*1*) in the stem basin more than 1/4 inch in length, but not more than 1/2 inch in length, (*2*) any rain checks or rain cracks outside the stem basin, but not on the blossom end, not more than 3/16 inch in length, and (*3*) rain checks or rain cracks on the blossom end of the cherry more than 1/8 inch in length but not more than 3/16 inch in length;

(*d*) Any solution cracks or other blemish or combination of blemishes which materially affect the appearance of the cherry. The term "blemished cherry" also means any cherry the flesh of which is materially discolored.

(v) "Seriously blemished cherry" means any cherry which is affected by:

(*a*) Dark surface discoloration exceeding in the aggregate 1/8 of the surface of the cherry and any rough surface areas which materially affect the appearance of the cherry;

(*b*) Light surface discoloration exceeding in the aggregate 1/2 of the surface of the cherry;

(*c*) Rain checks or rain cracks (*1*) in the stem basin more than 1/2 inch in length, (*2*) any rain checks or rain cracks outside the stem basin, but not on the blossom end, more than 3/16 inch in length, and (*3*) rain checks or rain cracks on the blossom end of the cherry more than 3/16 inch in length;

(*d*) Any solution cracks or other blemish or combination of blemishes which seriously affect the appearance of the cherry. The term "seriously blemished cherry" also means any cherry the flesh of which is seriously discolored.

(vi) Sulfured cherries that are practically free from defects may be given a score of 34 to 40 points. "Practically free from defects" means that not more than a total of 10 percent, by weight, of cherries are misshapen cherries, cherries damaged by mechanical injury, seriously damaged by mechanical injury, blemished cherries or seriously blemished cherries of which not more than five percent, by weight, of all cherries are misshapen cherries, cherries seriously damaged by mechanical injury or seriously blemished cherries.

(vii) Sulfured cherries that are reasonably free from defects may be given a score of 28 to 33 points. "Reasonably free from defects" means that not more than a total of 10 percent, by weight, of cherries are misshapen cherries, cherries seriously damaged by mechanical injury, or seriously blemished cherries. Sulfured cherries that fall into this classification shall not be graded above U. S. Grade B or U. S. Choice, regardless of the total score for the product (this is a limiting rule).

(viii) Sulfured cherries that fail to meet the requirements of subdivision (vii) of this subparagraph for any reason may be given a score of 0 to 27 points and shall not be graded above U. S. Grade D or Seconds, regardless of the total score for the product (this is a limiting rule).

(3) *Character.* The factor of character refers to the firmness of the cherries and to the condition of the flesh.

(i) Sulfured cherries that possess a good character may be given a score of 34 to 40 points. "Good character" means that the cherries possess a firm fleshy texture, retain their approximate original shape, are not shriveled, and do not show more than slight collapsed areas of flesh. To score in this classification, sulfured cherries may contain not more than five percent, by weight, of cherries which fail to meet requirements for "good character."

(ii) If the sulfured cherries possess a reasonably good character, a score of 28 to 33 points may be given. Sulfured cherries that fall into this classification shall not be graded above U. S. Grade B or U. S. Choice, regardless of the total score for the product (this is a limiting rule). "Reasonably good character" means that the cherries possess a reasonably firm texture, may have slightly lost their original shape, may be slightly shriveled, or may show moderate collapsed areas of flesh. To score in this classification sulfured cherries may contain not more than 10 percent, by weight, of cherries which fail to meet the requirements for "reasonably good character."

(iii) Sulfured cherries that are soft, flabby, wrinkled, leathery, or have materially lost their original shape, or show seriously collapsed areas of flesh, or fail to meet the requirements of subdivision (ii) of this subparagraph for any other reason may be given a score of 0 to 27 points and shall not be graded above U. S. Grade D or Seconds, regardless of the total score for the product (this is a limiting rule).

(g) *Ascertaining the grade with respect to U. S. Combination Grade.* (1) The combination grade of sulfured cherries is ascertained by considering color, absence of defects, character, and the cleanliness of the product.

(2) With respect to U. S. Combination Grade:

(i) "Reasonably good color" means that the cherries possess a reasonably uniform color typical of reasonably well-bleached sulfured cherries.

(ii) "Good character" means that the cherries possess a firm fleshy texture, retain their approximate original shape, are not shriveled, and do not show more than slight collapsed areas of flesh.

(iii) "Misshapen cherries" means any deformed cherries or double cherries.

(iv) "Cherries damaged by mechanical injury" means any pitter tear or pitter tears which materially affect the appearance of the cherry; any pitter hole measuring more than 1/8 inch across, but not more than 3/16 inch across, or pitter holes aggregating more than 1/8 inch across, but not more than 3/16 inch across; any pitter hole where there is a material loss of flesh; and other mechanical injury which materially affects the appearance of the cherry.

(v) "Cherries seriously damaged by mechanical injury" means any pitter tear or pitter tears which seriously affect the appearance of the cherry; any pitter hole measuring moer than 3/16 inch across, or pitter holes aggregating more than 3/16 inch across; any pitter hole where there is a serious loss of flesh; and other mechanical injury which seriously affects the appearance of the cherry.

(vi) "Blemished cherry" means any cherry which is affected by:

(*a*) Dark surface discoloration exceeding in the aggregate an area equal to that of a circle 3/16 inch in diameter, but not exceeding in the aggregate 1/8 of the surface of the cherry and any rough surface areas which materially affect the appearance of the cherry;

(*b*) Light surface discoloration exceeding in the aggregate 1/8 of the surface of the cherry, but not exceeding in the aggregate 1/2 of the surface of the cherry;

(*c*) Rain checks or rain cracks (*1*) in the stem basin more than 1/4 inch in length, but not more than 1/2 inch in length; (*2*) any rain cracks outside the stem basin but not on the blossom end, not more than 3/16 inch in length; and (*3*) rain checks or rain cracks on the blossom end of the cherry more than 1/8 inch in length but not more than 3/16 inch in length.

(*d*) Any solution cracks or other blemish or combination of blemishes which materially affect the appearance of the cherry. The term "blemished cherry" also means any cherry the flesh of which is materially discolored.

(vii) "Seriously blemished cherry" means any cherry which is affected by:

(*a*) Dark surface discoloration exceeding in the aggregate 1/8 of the surface of the cherry and any rough surface areas which materially affect the appearance of the cherry;

(*b*) Light surface discoloration exceeding in the aggregate 1/2 of the surface of the cherry;

(*c*) Rain checks or rain cracks (*1*) in the stem basin more than 1/2 inch in length; (*2*) any rain checks or rain cracks outside the stem basin but not on the blossom end, more than 3/16 inch in length; and (*3*) rain checks or rain cracks on the blossom end of the cherry more than 3/16 inch in length.

(*d*) Any solution cracks or other blemish or combination of blemishes which seriously affect the appearance of the cherry. The term "seriously blemished cherry" also means any cherry the flesh of which is seriously discolored.

(h) *Tolerance for certification of officially drawn samples for U. S. Combination Grade of Sulfured Cherries.* (1) When certifying samples that have been officially drawn and which represent a specific lot of sulfured cherries, the percent, by weight, of cherries which

possess reasonably good character, and are misshapen cherries, cherries seriously damaged by mechanical injury, and seriously blemished cherries is computed by averaging the percent, by weight, of such cherries in each sample of the lot if:

(i) None of the samples in the lot contain less than 80 percent, by weight, of such cherries.

(2) The percent, by weight, of cherries for the lot which possess good character, and are free from blemished cherries or seriously blemished cherries, misshapen cherries, and cherries damaged by mechanical injury or cherries seriously damaged by mechanical injury, is computed by averaging the percent, by weight, of such cherries in each sample of the lot if:

(i) None of the samples in the lot contains less than 35 percent, by weight, of such cherries.

(l) *Tolerance for certification of officially drawn samples for "U. S. Grade A" or "U. S. Fancy" and "U. S. Grade B" or "U. S. Choice."* (1) When certifying samples that have been officially drawn and which represent a specific lot of sulfured cherries, the grade for such lot will be determined by averaging the total scores of the samples comprising the lot, if:

(i) Not more than one-sixth of such samples fails to meet all the requirements of the grade indicated by the average of such total scores, and with respect to such samples which fail to meet the requirements of the indicated grade by reason of a limiting rule, the average score of all samples in the lot for the factor, subject to such limiting rule, is within the range for the grade indicated;

(ii) None of the samples comprising the lot falls more than four points below the minimum score for the grade indicated by the average of the total scores; and

(iii) All samples comprising the lot meet all applicable standards of quality promulgated under the Federal Food, Drug, and Cosmetic Act and in effect at the time of the aforesaid certification.

(j) *Score sheet for sulfured cherries.*

Size and kind of container ....
Container identification marks ....
Size of sample ....
Sizes of cherries ....
Style of pack ....
Similar varieties ....
Are clean ....

Factors	Score points		
I. Color	20	(A)	17-20
		(B)	14-16
		(D)	[1] 0-13
II. Absence of defects	40	(A)	34-40
		(B)	[1] 28-33
		(D)	[1] 0-27
III. Character	40	(A)	34-40
		(B)	[1] 28-33
		(D)	[1] 0-27
Total	100		

Grade ....
Size of lot covered ....

[1] Indicates limiting rule.

(k) *Work sheet for sulfured cherries for grading on the basis of the U. S. Combination Grade.*

Size and kind of container ....
Container identification marks ....
Size of sample ....
Style of pack ....
Similar varieties ....
Are clean ....

Color	Good color; reasonably good color	Percent by weight
Absence of defects and character.	Possess a good character and are free from blemished or seriously blemished cherries, misshapen cherries, and cherries damaged or seriously damaged by mechanical injury.	.....
	Fail to meet requirements; for reasonably good character, or are misshapen cherries, cherries seriously damaged by mechanical injury or seriously blemished cherries.	.....

Grade of sample ....
Grade of lot ....
Size of lot ....

Issued at Washington, D. C., this 3d day of October 1950.

[SEAL] JOHN I. THOMPSON,
Assistant Administrator, Production and Marketing Administration.

[F. R. Doc. 50-8774; Filed, Oct. 5, 1950; 8:52 a. m.]

FEDERAL SECURITY AGENCY

Food and Drug Administration

[21 CFR, Part 17]

[Docket No. FDC-31 (b)]

BAKERY PRODUCTS; DEFINITIONS AND STANDARDS OF IDENTITY

ORDER FURTHER EXTENDING TIME FOR FILING EXCEPTIONS TO TENTATIVE ORDER

On August 8, 1950, there was published in the FEDERAL REGISTER (15 F. R. 5102 et seq.) a notice of proposed rule making issued by the Acting Federal Security Administrator in the matter of fixing and establishing definitions and standards of identity for various types of bread, rolls, and buns. The notice provided that any person whose appearance was filed at the hearing may, within 30 days from the date of publication, file with the Hearing Clerk, Federal Security Agency, Room 5109, Federal Security Building, Fourth Street and Independence Avenue SW., Washington, D. C., written exceptions to the proposed order, which exceptions may be accompanied by a memorandum or brief in support thereof. By order dated August 23, 1950, and published in the FEDERAL REGISTER on August 29, 1950 (15 F. R. 5810), the time for filing exceptions and memoranda or briefs was extended to October 9, 1950.

The Federal Security Administrator, having been petitioned by interested persons whose appearances were filed at the hearing, to further extend the period of time in which such exceptions and supporting memoranda or briefs may be filed, and good cause therefor appearing, *It is ordered*, That the time for filing such documents be hereby extended to November 8, 1950, and that said extension shall apply to any interested person whose appearance was filed at the hearing.

Dated: September 29, 1950.

[SEAL] JOHN L. THURSTON,
Acting Administrator.

[F. R. Doc. 50-8745; Filed, Oct. 5, 1950; 8:48 a. m.]

NOTICES

DEPARTMENT OF DEFENSE

Department of the Army

STATEMENT OF ORGANIZATION AND FUNCTIONS

MISCELLANEOUS AMENDMENTS

Section 2 of the Statement of Organization and Functions appearing at 15 F. R. 546, February 1, 1950, is amended by changing paragraph (f) (7) (xiii) and (xiv), as follows:

(f) *Office of the Chief, Chemical Corps.* * * *

(7) *Organization.* * * *

(xiii) *Chemical Corps Procurement.* (*a*) The Chemical Corps Procurement Districts located at Atlanta, Boston, Chicago, Dallas, New York and San Francisco are responsible for procurement of certain Chemical Corps end items and the components thereof.

(*b*) The Chemical Procurement Agency, located at Army Chemical Center, Md., effects all other procurement for the Chemical Corps except that Chemical Corps installations other than the Army Chemical Center are authorized to make local purchases not to exceed one thousand dollars.

(xiv) *Field installations and activities.* Field installations and activities of the Chemical Corps are as follows:

Army Chemical Center, Md.

* * * * *

San Francisco Chemical Proc. District, Building 1, Wing 3, Oakland Army Base, Oakland 14, Calif.
Dugway Proving Ground, Tooele, Utah.
Camp Detrick, Frederick, Md.
Deseret Chemical Depot, Tooele, Utah.
Chemical sections at the following depots:
Atlanta General Depot, Atlanta, Ga.
Memphis General Depot, Memphis, Tenn.
New Cumberland General Depot, New Cumberland, Pa.
San Antonio General Depot, San Antonio, Tex.
Utah General Depot, Ogden, Utah.

* * * * *

[SEAL] EDWARD F. WITSELL,
Major General, U. S. Army, The Adjutant General.

[F. R. Doc. 50-8751; Filed, Oct. 5, 1950; 8:49 a. m.]

DEPARTMENT OF STATE

[Public Notice 62]

FIELD ORGANIZATION

Notice is hereby given that the Field Organization of the Department of State, as published in the FEDERAL REGISTER for May 3, 1950 (15 F. R. 2498), is amended as follows:

Effective August 3, 1950, the Embassy and the Consulate General at Taipei (Taihoku), Taiwan (Formosa) were constituted as a combined office.

For the Secretary of State.

H. J. HENEMAN,
Director, Management Staff.

OCTOBER 2, 1950.

[F. R. Doc. 50-8755; Filed Oct. 5, 1950; 8:49 a. m.]

DEPARTMENT OF THE INTERIOR

Petroleum Administration for Defense

[Order No. 2591]

ESTABLISHMENT AND ORGANIZATION

SECTION 1. *Purpose.* The purpose of this order is to establish the Petroleum Administration for Defense and the organization necessary to carry out the functions assigned to the Secretary of the Interior pursuant to Executive Order 10161 with respect to petroleum and gas as defined in that Executive order. This order is issued pursuant to the authority vested in the Secretary of the Interior by Executive Order 10161 entitled "Delegating Certain Functions of the President under the Defense Production Act of 1950" (15 F. R. 6105).

SEC. 2. *Establishment of Petroleum Administration for Defense.* (a) There is established a Petroleum Administration for Defense which shall be handed by the Secretary of the Interior as Administrator and by a Deputy Administrator who shall be appointed by the Secretary. The Deputy Administrator shall report and be responsible only to the Administrator. In the absence of the Administrator, the Deputy Administrator shall serve as Acting Administrator. The Petroleum Administration for Defense shall operate as an independent agency.

(b) Except as provided in paragraph (c) of this section, the Deputy Administrator may perform all of the functions and exercise all of the powers vested in the Secretary of the Interior by Executive Order 10161 insofar as these functions and powers relate to petroleum and gas. These functions shall include but not be limited to:

(1) The determination of requirements of various claimant agencies for petroleum and gas.

(2) The allocation of petroleum and gas among said claimants and, under appropriate circumstances, to the public and industry in general.

(3) The establishment of programs and policies with respect to the operation of the petroleum and gas industries.

(4) The development with other appropriate governmental agencies of such arrangements relating to petroleum and gas as may be necessary with respect to industrial operations, materials, manpower, procurement, financing, loans, or other forms of assistance and the administration thereof.

(5) The discharge of such other functions, powers and responsibilities with respect to petroleum and gas as may have been delegated to the Secretary of the Interior pursuant to Executive Order 10161, and such other orders or arrangements relating to petroleum and gas as may hereafter be established, including the claiming on behalf of and the distribution to the petroleum and gas industries of such materials and commodities as may be required in the operation of these industries.

(c) The Deputy Administrator may not: (1) Without the approval of the Administrator, redelegate any of the powers delegated to the Deputy Administrator by this order, (2) appoint industry-wide advisory committees, or (3) exercise the powers or functions respecting voluntary agreements and programs delegated to the Secretary of the Interior by section 701 (b) of Executive Order 10161.

SEC. 3. *Establishment of advisory committees.* (a) The Deputy Administrator may establish such local or technical industry advisory committees as may be necessary to assist him in the discharge of his functions and powers under this order.

(b) In establishing local or technical industry committees, the Deputy Administrator shall so select the representatives thereon as to give full and adequate representation to all interested segments of the petroleum and gas industries with due regard to industrial and competitive relationships of units within those industries.

SEC. 4. *Administrative services.* Pending the final development of the organization and facilities of the Petroleum Administration for Defense, the personnel, accounting, information and other services of the Department of the Interior, upon the request of the Deputy Administrator, shall be available to the Petroleum Administration for Defense. The Deputy Administrator shall, as quickly as possible, establish within the Petroleum Administration for Defense such services, including those specifically enumerated above, as will be necessary for the carrying out of the functions of this Administration.

SEC. 5. *Internal organization.* Subject to such additional adjustments as may from time to time be made by the Administrator, the executive organization of the Petroleum Administration for Defense shall consist of the following:

(1) Administrator.
(2) Deputy Administrator.
(3) General Counsel.
(4) Administrative Officer.
(5) Finance Counsellor.
(6) Manpower Counsellor.
(7) Materials Director.
(8) Director of Public Information.
(9) Program Director.
(10) Directors of Operating Divisions, as appropriate.
(11) Assistant Deputy Administrators, as appropriate.
(12) Special Assistants to the Deputy Administrator, as appropriate.

SEC. 6. *Effect on other orders.* This order supersedes the provisions of any other order which are inconsistent or in conflict herewith.

(Pub. Law 774, 81st Cong., sec. 902, E. O. 10161, Sept. 9, 1950, 15 F. R. 6107)

OSCAR L. CHAPMAN,
Secretary of the Interior.

OCTOBER 3, 1950.

[F. R. Doc. 50-8794; Filed, Oct. 5, 1950; 8:54 a. m.]

Office of the Secretary

[Order No. 2592]

ACTING EXECUTIVE ASSISTANT TO SECRETARY

TEMPORARY REDELEGATION OF AUTHORITY WITH RESPECT TO POWERS AND FUNCTIONS UNDER DEFENSE PRODUCTION ACT OF 1950

From the beginning of business on October 5, 1950, to the close of business on October 17, 1950, Mr. Alfred C. Wolf, Acting Executive Assistant to the Secretary, may exercise all of the powers and perform all of the functions which have been delegated or assigned to the Secretary of the Interior by Executive Order No. 10161 (15 F. R. 6105) under the Defense Production Act of 1950 (Public Law 774, 81st Congress), except (a) the powers and functions respecting voluntary agreements and programs delegated or assigned by section 701 (b) of Executive Order No. 10161, and (b) the powers and functions respecting petroleum and gas delegated or assigned to the Deputy Administrator of the Petroleum Administration for Defense by departmental Order No. 2591.[1]

(Pub. Law 774, 81st Cong., sec. 902, E. O. 10161, Sept. 9, 1950, 15 F. R. 6107)

OSCAR L. CHAPMAN,
Secretary of the Interior.

OCTOBER 3, 1950.

[F. R. Doc. 50-8795; Filed, Oct. 5, 1950; 8:54 a. m.]

DEPARTMENT OF AGRICULTURE

Office of the Secretary

COMMODITY CREDIT CORPORATION

DELEGATION OF AUTHORITY TO THE PRESIDENT WITH RESPECT TO DETERMINATION OF SUPPLY AND PRICE OF PEANUTS

Pursuant to the authority contained in section 161 of the Revised Statutes (5 U. S. C. 22), authority is hereby delegated to the President, Commodity Credit Corporation, to exercise the authority vested in the Secretary of Agriculture, under section 359 (g) of the Agricultural Adjustment Act of 1938 (7 U. S. C. Sup., 1359), as amended by section 6 of Public Law 471, 81st Congress, with respect to the determination of whether the supply of any type of peanuts of the 1950 crop is insufficient to meet the demand for cleaning and shelling purposes

[1] See F. R. Doc. 50-8794, *supra*.

at prices at which the Commodity Credit Corporation may sell peanuts owned or controlled by it for such purposes and to permit the sale, for cleaning and shelling, of the excess peanuts of such type delivered to a designated agency under such section 359 (g). Any such determination by the President, Commodity Credit Corporation, shall be made on the basis of the latest available information with respect to supply, demand, and market prices.

Authority is also delegated to the President, Commodity Credit Corporation, to exercise the authority of the Secretary of Agriculture under such section 359 (g) with respect to the establishment of prices at which excess peanuts may be purchased or sold by a designated agency and the approval of forms of agreements for such sales of excess peanuts.

Issued at Washington, D. C., this 3d day of October 1950.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 50-8776; Filed, Oct. 5, 1950; 8:53 a. m.]

FEDERAL POWER COMMISSION

[Docket No. G-1485]

EL PASO NATURAL GAS CO.

NOTICE OF APPLICATION

OCTOBER 2, 1950.

Take notice that on September 18, 1950, El Paso Natural Gas Company (Applicant), a Delaware corporation with its principal office at El Paso, Texas, filed an application for a certificate of public convenience and necessity, pursuant to section 7 of the Natural Gas Act, as amended, authorizing the construction and operation of two positive metering and regulating stations upon its existing transmission pipelines in Arizona, as follows:

1. A station to be located near the town of Winkelman in Gila County.

2. A station to be located at Bisbee Junction in Cochise County.

Applicant proposes, by means of the facilities above described, to transport natural gas and to sell it to Arizona Edison Company, Inc., for distribution and sale in the towns of Winkelman and Naco, Arizona.

Applicant represents that it has ample reserves of natural gas to meet the requirements as estimated.

The total over-all cost of the facilities proposed to be constructed is $5,000.00, which costs will be paid from funds on hand.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D. C., in accordance with the rules of practice and procedure (18 CFR 1.8 and 1.10) on or before the 20th day of October 1950. The application is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 50-8730; Filed, Oct. 5, 1950; 8:45 a. m.]

[Docket No. E-6319]

MOUNTAIN STATES POWER CO.

NOTICE OF APPLICATION

OCTOBER 2, 1950.

Notice is hereby given that on September 29, 1950, an application was filed with the Federal Power Commission, pursuant to section 204 of the Federal Power Act, by Mountain States Power Company, a corporation organized under the laws of the State of Delaware and doing business in the States of Idaho, Oregon, Montana, and Wyoming, with its principal business office at Albany, Oregon, seeking an order authorizing the issuance of $990,000 principal amount of First Mortgage Bonds, 3 percent series, to be dated as of November 1, 1950, and to be due November 1, 1980, to be issued by the Applicant under the terms of its Trust Indenture, dated January 1, 1940, as amended and supplemented, and as proposed to be amended and supplemented by a Supplemental Trust Indenture to be dated November 1, 1950. Applicant proposes to sell the bonds pursuant to contract at a unit price of 101 percent to the John Hancock Mutual Life Insurance Company; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 20th day of October 1950, file with the Federal Power Commission, Washington 25, D. C., a petition or protest in accordance with the Commission's rules of practice and procedure.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 50-8731; Filed, Oct. 5, 1950; 8:45 a. m.]

INTERSTATE COMMERCE COMMISSION

[4th Sec. Application 25448]

LUMBER FROM LOUISIANA TO WESTERN TRUNK LINE

APPLICATION FOR RELIEF

OCTOBER 3, 1950.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: R. E. Boyle, Jr., Agent, for and on behalf of carriers parties to Agent C. A. Spaninger's tariff I. C. C. No. 1101.

Commodities involved: Lumber and related articles taking same rates, carloads.

From: Gentilly and Michoud, La.

To: Points in western trunk line territory.

Grounds for relief: Competition with rail carriers and circuitous routes.

Schedules filed containing proposed rates: C. A. Spaninger's tariff I. C. C. No. 1101, Supplement 28.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 50-8746; Filed, Oct. 5, 1950; 8:48 a. m.]

[4th Sec. Application 25449]

CAUSTIC SODA FROM BATON ROUGE, LA., TO MEMPHIS, TENN.

APPLICATION FOR RELIEF

OCTOBER 3, 1950.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: R. E. Boyle, Jr., Agent, for and on behalf of carriers parties to Agent W. P. Emerson, Jr.'s tariff I. C. C. No. 378.

Commodities involved: Caustic soda, in solution, tank carloads.

From: Baton Rouge and North Baton Rouge, La.

To: Memphis, Tenn.

Grounds for relief: Circuitous routes.

Schedules filed containing proposed rates: W. P. Emerson, Jr.'s tariff I. C. C. No. 378, Supplement 103.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 50-8747; Filed, Oct. 5, 1950; 8:48 a. m.]

[4th Sec. Application 25450]

CEMENT CLINKERS FROM KANSAS CITY, MO., TO ST. LOUIS, MO.

APPLICATION FOR RELIEF

OCTOBER 3, 1950.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: L. E. Kipp, Agent, for and on behalf of the St. Louis-San Francisco Railway Company.

Commodities involved: Cement clinkers, carloads.

From: Kansas City, Mo.

To: East St. Louis, Ill., and St. Louis, Mo.

Grounds for relief: Circuitous routes.

Schedules filed containing proposed rates: L. E. Kipp's tariff I. C. C. No. A-3733, Supplement 28.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 50-8748; Filed, Oct. 5, 1950; 8:48 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 70-2485]

NEW ENGLAND ELECTRIC SYSTEM AND NEW ENGLAND POWER CO.

NOTICE OF FILING

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 29th day of September A. D. 1950.

Notice is hereby given that a joint application has been filed with the Commission, pursuant to the Public Utility Holding Company Act of 1935, by New England Electric System ("NEES"), a registered holding company, and its public-utility subsidiary, New England Power Company ("NEPCO"). Applicants designate sections 6 (b) and 10 of the act and Rule U-42 (b) (2) promulgated thereunder as applicable to the proposed transactions.

Notice is further given that any interested person may, not later than October 16, 1950, at 5:30 p. m., e. s. t., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request and the issues, if any, of fact or law raised by said application proposed to be controverted, or may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. At any time after October 16, 1950, said application, as filed, or as amended, may be granted as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transactions as provided in Rule U-20 (a) and U-100 thereof.

All interested persons are referred to said application which is on file in the office of this Commission for a statement of the transactions therein proposed which may be summarized as follows:

NEPCO proposes to issue and sell for cash to NEES 320,000 shares of additional common stock (par value $20 per share) of the aggregate par value of $6,400,000. Such additional shares are to be offered to NEES, the sole stockholder of NEPCO, at the price of $25 a share, an aggregate of $8,000,000. NEES proposes to acquire such shares and will use cash which it anticipates it will have available in its treasury following the sale of its shares of common stock of Fall River Electric Light Company.

NEPCO has outstanding $8,000,000 of short-term promissory 2¼ percent notes. The proceeds from the sale of additional shares of common stock will be used to repay such indebtedness.

The application states that the Massachusetts Department of Public Utilities, the Vermont Public Service Commission, and the New Hampshire Public Service Commission have jurisdiction over the proposed issuance and sale of common stock by NEPCO at the price of $25 per share.

Incidental services in connection with the proposed transactions by NEPCO and NEES will be performed by New England Power Service Company, an affiliated service company, at the actual cost thereof. The cost to NEPCO and NEES of such services is estimated not to exceed $2,500 and $500, respectively. Total expenses to be borne by NEPCO and NEES are estimated at $12,940 and $500, respectively.

Applicants request that the Commission's order become effective upon the issuance thereof.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 50-8735; Filed, Oct. 5, 1950; 8:46 a. m.]

[File No. 814-52]

WILLIAM L. PURDY

NOTICE OF APPLICATION, STATEMENT OF ISSUES, AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its offices in the city of Washington, D. C., on the 2d day of October A. D. 1950.

Notice is hereby given that William L. Purdy ("Applicant") of 184 Elmlawn Road, Braintree, Massachusetts, has filed an application pursuant to section 9 (b) of the Investment Company Act of 1940 for an order exempting the Applicant from the provisions of section 9 (a) of said act.

It appears from the application that in a civil action, entitled "Securities and Exchange Commission, Plaintiff v. Trusteed Funds, Inc. et al., defendants," numbered 8622 on the civil action docket, commenced in the District Court of the United States for the District of Massachusetts on September 1, 1949, a final judgment was entered on September 9, 1949, upon the consent of Trusteed Funds, Inc., and of certain of the individual defendants including William L. Purdy, permanently enjoining such persons from engaging in certain alleged conduct and practices in violation of section 5 (b) (2) and 17 (a) (1), (2), and (3) of the Securities Act of 1933, as amended, and section 35 (a) of the Investment Company Act of 1940, and that the persons enjoined by said final judgment acknowledged therein the applicability of section 9 (a) (2) of the Investment Company Act of 1940 with respect to said Judgment. It also appears that the Commission by order dated April 3, 1950, granted to Trusteed Funds, Inc., under section 9 (b) of the Investment Company Act of 1940, a limited and conditional exemption from the provisions of section 9 (a) of said act. It further appears that the Applicant, who was a vice president of Trusteed Funds, Inc., at the time of entry of the above-mentioned final judgment, now proposes to seek employment with Trusteed Funds, Inc.

The Division of Corporation Finance of the Commission has advised the Commission that upon a preliminary examination of the application, it deems the following issues to be raised thereby without prejudice to the specification of additional issues upon further examination:

(1) Whether the prohibitions of section 9 (a) of the Investment Company Act of 1940 as applied to the Applicant are unduly or disproportionately severe;

(2) Whether the conduct of the Applicant has been such as not to make it against the public interest or protection of investors to grant the application either conditionally or unconditionally.

It is ordered, Pursuant to section 40 (a) of said act, that a public hearing on the aforesaid application be held on the 16th day of October 1950, at 10:00 a. m. in Room 501 of the regional office of the Securities and Exchange Commission, Post Office Square Building, 79 Milk Street, Boston, Massachusetts.

It is further ordered, That Richard Townsend, or any officer or officers of the Commission designated by it for that purpose, shall preside at the hearing, and said Richard Townsend or any officer or officers so designated to preside at such hearing are hereby authorized to exercise all of the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940

and to hearing officers under the Commission's rules of practice.

Notice of such hearing is hereby given to the above-named Applicant and to any other person or persons whose participation in such proceeding may be necessary or appropriate in the public interest or for the protection of investors. Any person desiring to be heard in said proceeding should file with the Secretary of the Commission, on or before October 13, 1950, his application therefor as provided by Rule XVII of the rules of practice of the Commission, setting forth therein any of the above matters or issues of law or fact which he desires to controvert and any additional issues he deems raised by the aforesaid application.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 50-8734; Filed, Oct. 5, 1950; 8:46 a. m.]

RAILROAD RETIREMENT BOARD

FIELD OFFICES

The list of the various offices of the Railroad Retirement Board contained in the separate statement of organization of the Railroad Retirement Board, set forth at 11 F. R. 177A-712 as amended by 11 F. R. 14681 published pursuant to section 3 (a) (1) of the Administrative Procedure Act, is amended to read as follows:

RAILROAD RETIREMENT BOARD FIELD OFFICES

[Regional offices indicated by capitalization]

State	City	Street and number
Alabama	Birmingham (3)	Stallings Bldg., Room 205.
	Mobile (10)	U. S. Courthouse and Customhouse, Room 209.
Arizona	Tucson	Federal Bldg., Room 3-A.
	Winslow	119 East 2d St.
Arkansas	Fort Smith	1218 South A St., Room 108.
	Little Rock	Old Post Office Bldg., Room 108.
California	Los Angeles (15)	1206 Santee St.
	Sacramento (14)	1006 4th St., Rooms 208-210.
	SAN FRANCISCO (5)	180 New Montgomery St.
	San Francisco (5)	Do.
Colorado	DENVER (2)	Commonwealth Bldg., 728 15th St.
	Denver (2)	Commonwealth Bldg., 728 15th Street, Room 440.
	Grand Junction	U. S. Post Office and Courthouse Bldg.
	Pueblo	Federal Bldg., Room 201.
Connecticut	New Haven (10)	242 Orange St.
District of Columbia	Washington	1624 H. St. NW., Room 204.
Florida	Jacksonville (2)	Haverty Bldg., 317 Main St.
	Tampa	604 Jackson St.
Georgia	ATLANTA (3)	800 Peachtree Bldg., Peachtree and 8th Sts. NE.
	Atlanta (3)	86 Marietta St. NW.
	Savannah	25 Bull St., Rooms 312, 313.
Idaho	Pocatello	252 North Main St., Room 207.
Illinois	CHICAGO (11)	844 Rush St., 10th Floor.
	Chicago (6)	302 South Canal St.
	Decatur	Standard Office Bldg., 132 South Water St.
	East St. Louis	Goldman Bldg., 338 Missouri Ave.
Indiana	Fort Wayne (2)	Post Office Bldg., Room 266.
	Indianapolis (4)	342 South Illinois St., Rooms 524-525.
Iowa	Des Moines (9)	8th and Court Sts., Rooms 207-209.
Kansas	Parsons	204 South Central St.
	Topeka	728 Kansas Ave.
	Wichita	224 North Market St.
Kentucky	Louisville (2)	Post Office Bldg., Room 625.
Louisiana	New Orleans (12)	Federal Land Bank Bldg., 850 St. Charles Ave.
	Shreveport	P. O. Box 348, U. S. Post Office, Room 420.
Maine	Portland (3)	312 Fore St., Room 14.
Maryland	Baltimore (2)	37 Commerce St., Room 201.
Massachusetts	Boston (9)	Post Office Bldg., Room 1802.
	Springfield	Post Office Bldg., Rooms 338-342.
Michigan	Detroit (26)	139 Cadillac Sq., Room 200.
	Duluth	Providence Bldg., 324 West Superior St.
Minnesota	MINNEAPOLIS (8)	2908 Colfax Ave., South.
	Minneapolis (1)	125 South 3d St., Room 424.
	St. Paul	180 East 4th St.
Mississippi	Jackson (28)	1200 North State St.
Missouri	KANSAS CITY (8)	Union Station, Room 200.
	Kansas City (8)	Union Station, Room 290.
	Sedalia	520 South Ohio St.
	St. Louis (1)	Old Custom House, 815 Olive St., Room 312.
	Springfield	Post Office Bldg., Room 237.
Montana	Billings	1514 North 28th St.
	Great Falls	First National Bank Bldg., Room 418.
	Missoula	109 West Front St.
Nebraska	North Platte	305 North Jeffers St., Room 4.
	Omaha	WOW Bldg., 14th and Farnam Sts., Rooms 428-429.
New Jersey	Jersey City (6)	880 Bergen Ave., Room 208.
New Mexico	Albuquerque	305 South 6th St., Main Floor.
	Gallup	107 South 1st Street, P. O. Box 910.
New York	Albany (1)	U. S. Post Office Bldg., Room 321.
	Buffalo (2)	Post Office Bldg., Rooms 333-334.
	NEW YORK (1)	341 9th Ave., Room 920.
	New York (1)	341 9th Ave., Room 1046.
	Rochester (4)	Federal Station Bldg., Rooms 109-110.
	Syracuse (2)	Chimes Bldg., Room 1008.
North Carolina	Rocky Mount	Atlantic Coast Line Passenger Station.
	Salisbury	206 East Council St.
North Dakota	Fargo	Northern Pacific Passenger Station.
Ohio	Cincinnati (2)	1011 Vine St.
	Cleveland (13)	105 St. Clair Ave. West.
	CLEVELAND (13)	New Post Office Bldg., Room 4280.
	Columbus (15)	35 East Gay St.
	Toledo (4)	Old Post Office Bldg., Room 19A.
	Youngstown (3)	205 Youngstown Terminal Bldg.
Oklahoma	Oklahoma City (2)	Council Bldg., 3d and Broadway, Room 313.
	Tulsa (3)	Union Station, 3 South Boston St.
Oregon	Portland	Old U. S. Courthouse, Room 206A.
Pennsylvania	Altoona	Post Office Bldg., Rooms 313, 314 and 315.
	Harrisburg	Walnut and Aberdeen Sts., Rooms 310-311.
	Philadelphia (6)	U. S. Customhouse, Room 112.
	Pittsburgh (19)	Old Post Office Bldg., Room 216.
	Scranton	229 North Washington Ave., Room 616.
South Carolina	Spartanburg	George Bobotes Bldg., 140½ Dunbar St.
South Dakota	Aberdeen	22½ South Main St.
Tennessee	Knoxville (17)	715½ Henley St.
	Memphis	551 South Main St., 1st Floor.
	Nashville (3)	Engineering Office Bldg., 924 Broad St.
Texas	Amarillo	U. S. Post Office, Room 302.
	DALLAS (2)	Norman Bldg., 901 Ross Ave.
	Dallas (2)	422 U. S. Terminal Annex Bldg.
	El Paso	310 San Francisco St.
	Fort Worth (2)	U. S. Courthouse Bldg., Rooms 412-414.
	Houston (2)	Milam Bldg., 803 Texas Ave., Room 904.
	San Antonio (5)	Federal Bldg., Room 401.
	Texarkana	U. S. Post Office, Rooms 306-308.
Utah	Ogden	Post Office Bldg., Room 380.
	Salt Lake City (1)	222 Southwest Temple St., Room 109.
Virginia	Norfolk	Post Office Bldg., Room 219.
	Richmond (19)	619 East Franklin St.
	Roanoke	104 Campbell Ave., Rooms 710, 711.
Washington	Seattle	909 1st Ave., Rooms 404-406.
	Spokane (1)	West 904 Riverside Ave., Room 428.
West Virginia	Huntington (1)	528 10th St.
Wisconsin	Milwaukee (3)	740 North Plankinton Ave.
Wyoming	Cheyenne	Federal Office Bldg., Room 207.

Dated: September 22, 1950.

By Authority of the Board.

MARY B. LINKINS, *Secretary of the Board.*

[F. R. Doc. 50-8754; Filed, Oct. 5, 1950; 8:49 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616; E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 15076]

JAN FRIEDRICH TOENNIES

In re: United States Letters Patent No. 2,147,940 owned by Jan Friedrich Toennies.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Ex-

ecutive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Jan Friedrich Toennies, whose last known address is Berlin, Germany, is a resident of Germany and a national of a foreign country (Germany);

2. That the property described as follows: All right, title and interest, including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation, or government for past infringement thereof, in and to the following United States Letters Patent:

Patent No.: 2,147,940; date of issue: Feb. 21, 1939; inventor: Jan Friedrich Toennies; title: Amplifier.

is property of the aforesaid national of a foreign country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The term "national" as used herein shall have the meaning prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 12, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8756; Filed Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15123]

MANKI KUSAKABE

In re: Cash owned by and debt owing to Manki Kusakabe. D-39-6989-E-1/2.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Manki Kusakabe, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the property described as follows:

a. Cash in the sum of $200.75, presently in the possession of the Treasury Department of the United States in Trust Fund Account, Symbol 158915, "Deposits, Funds of Civilian Internees and Prisoners of War," in the name of Manki Kusakabe, and any and all rights to demand, enforce and collect the same, and

b. That certain debt or other obligation owing to Manki Kusakabe, by Superintendent of Banks of the State of California, in charge of the Sumitomo Bank of California, Sacramento, in Liquidation, % State Banking Department, 111 Sutter Street, San Francisco 4, California, in the amount of $86.08, as of December 31, 1945, arising out of a savings account, Account Number 7760, entitled M. Kusakabe, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Manki Kusakabe, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 19, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8757; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15124]

CURT VON REISWITZ

In re: Stock and a bank account owned by and a debt owing to Curt von Reiswitz. F-28-30887-E-1 and D-1.

Under the authority of the Trading with the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Curt von Reiswitz, who there is reasonable cause to believe is a resident of Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows:

a. Twelve (12) shares of capital stock of International Packers, Limited, 135 South La Salle Street, Chicago, Illinois, a corporation organized under the laws of the State of Delaware, evidenced by a certificate numbered 97363 for twelve (12) shares of Commercial Capital Stock of Compania Swift Internacional Sociedad Anonima, said certificate registered in the name of "Commercial National Bank as Depositary for Alien Property Custodian, Trust No. E-9346", together with any and all declared and unpaid dividends thereon, and all rights to receive new certificates for shares of International Packers, Limited,

b. That certain debt or other obligation of The First National Bank of Chicago, 33 South Clark Street, Chicago 90, Illinois, arising out of a blocked funds Account Corp/B1 21990, entitled "Commercial National Bank as Depositary for Alien Property Custodian", maintained with the aforesaid The First National Bank of Chicago, and any and all rights to demand, enforce and collect the same, and

c. That certain debt or other obligation evidenced by a check numbered 440202, dated February 20, 1947, payable to the order of "Commercial National Bank as Depositary for the Alien Property Custodian Trust No. E-9346", drawn on the Trust Department, First National Bank of Chicago, 33 South Clark Street, Chicago 90, Illinois, said check presently in the custody of the Attorney General of the United States in an account numbered 28-200278, and any and all rights to demand, enforce and collect the aforesaid debt or other obligation, together with any and all rights in, to and under the aforesaid check,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of, or owing to, or which is evidence of ownership or control by, Curt von Reiswitz, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 19, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8758; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15129]

CLARA GLEICH

In re: Rights of Clara Gleich, nee Gorlitz, under insurance contract. File No. D-28-10918-H-2.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Clara Gleich, nee Gorlitz, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 80 G I Serial 690, issued by the Metropolitan Life Insurance Company, New York, New York, to Erhard Gorlitz, together with the right to demand, receive and collect said net proceeds, is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8759; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15130]

HERBERT AND ANNELIESE IRSLINGER

In re: Rights of Herbert Irslinger and Anneliese Irslinger under insurance contract. File No. D-28-11795-H-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Herbert Irslinger and Anneliese Irslinger, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 7750 G Certificate 6675, issued by the Metropolitan Life Insurance Company, New York, New York, to Julius J. Irslinger, together with the right to demand, receive and collect said net proceeds, is property within the United States, owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8760; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15132]

KUNI ONISHI

In re: Rights of Kuni Onishi under insurance contract. File No. F-39-6755-H-1.

Under the authority of the Trading With the Enemy Act, as amended; Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Kuni Onishi, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 1,021,447, issued by the Sun Life Assurance Company of Canada, Montreal, Quebec, Canada, to Kuni Onishi, together with the right to demand, receive, and collect said net proceeds, (including without limitation the right to proceed for collection against branch offices and legal reserves maintained in the United States), is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Kuni Onishi, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8761; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15133]

TOKICHI ONISHI

In re: Rights of Tokichi Onishi under insurance contract. File No. F-39-6754-H-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Tokichi Onishi, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 1 021 446, issued by the Sun Life Assurance Company of Canada, Montreal, Quebec, Canada, to Tokichi Onishi, together with the right to demand, receive and collect said net proceeds, (including without limitation the right to proceed for collection against branch offices and legal reserves maintained in the United States), is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Tokichi Onishi, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8762; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15134]

HIKOEMON SAKODA

In re: Rights of Hikoemon Sakoda under insurance contract. File No. F-39-4899-H-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Hikoemon Sakoda, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 1 219 328, issued by the Sun Life Assurance Company of Canada, Montreal, Quebec, Canada, to Hikoemon Sakoda, together with the right to demand, receive and collect said net proceeds (including without limitation the right to proceed for collection against branch offices and legal reserves maintained in the United States), is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Hikoemon Sakoda, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8763; Filed, Oct. 5, 1950; 8:50 a. m.]

[Vesting Order 15137]

IMAICHI TAMARU

In re: Rights of Imaichi Tamaru under insurance contract. File No. F-39-5946-H-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Imaichi Tamaru whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the net proceeds due or to become due under a contract of insurance evidenced by policy No. 332,282 issued by The Manufacturers Life Insurance Company, Toronto, Ontario, Canada, to Imaichi Tamaru, together with the right to demand, receive and collect said net proceeds (including without limitation the right to proceed for collection against branch offices and legal reserves maintained in the United States), is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Imaichi Tamaru, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 27, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8764; Filed, Oct. 5, 1950; 8:50 a. m.]

[Return Order 744]

COMPAGNIES REUNIES DES GLACES ET VERRES SPECIAUX DU NORD DE LA FRANCE

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, including all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof, be returned after adequate provision for taxes and conservatory expenses:

Claimant, Claim Numbers, Notice of Intention To Return Published, and Property

Compagnies Reunies des Glaces et Verres Speciaux du Nord de la France; Paris, France; Claim Nos. 26169 and 40452; July 6, 1950 (15 F. R. 4307); property described in Vesting Order No. 666 (8 F. R. 5047, April 17, 1943) relating to United States Letters Patent Nos. 1,739,294; 1,856,278; 1,933,167; 1,994,387; 2,010,916; and 2,267,554. Property described in Vesting Order No. 293 (7 F. R. 9836, November 26, 1942) relating to United States Patent Application Serial No. 365,862 (now United States Letters Patent No. 2,371,880); and including Patent Application Serial No. 566,233 (now United States Letters Patent No. 2,510,086) filed by the Alien Property Custodian as a division of Serial No. 365,862. All interests and rights (including all accrued royalties and other monies payable or held with respect to said interests and rights and all damages for breach of the agreements hereinafter described, together with the right to sue therefor) created in Compagnies Reunies des Glaces et Verres Speciaux du Nord de la France, by virtue of (1) an agreement as to patent rights and (2) an agreement as to importation, both dated June 1, 1933 (including all modifications thereof and supplements thereto, if any) by and between the said Compagnies Reunies (Reunis) des Glaces et Verres Speciaux du Nord de la France and The American Securit Company, a corporation organized under the laws of the State of Delaware, including but not by way of limitation, any and all understandings between the parties, whether written or oral, with respect to the subject matter thereof, to the extent owned by Compagnies Reunies des Glaces et Verres Speciaux du Nord de la France, immediately prior to the vesting thereof by Vesting Order No. 1511 (8 F. R. 10526, July 28, 1943), including cash in the Treasury of the United States in the amount of $149,840.64.

This Return shall not be deemed to include the rights of any licensees under the above patents, patent application or patent contracts.

In connection with this Return, claimant has furnished the Attorney General certain covenants contained in a letter dated April 28, 1950. These covenants are attached to the Determination filed herewith as Exhibit A.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8765; Filed, Oct. 5, 1950; 8:50 a. m.]

[Return Order 755]

JOSEPH JENNY ET AL.

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Notice of Intention To Return Published, and Property

Joseph Jenny, a/k/a Josef Jenny; Claim No. 38699; $350.41 in the Treasury of the United States. Anne Rundel, a/k/a Anna Rundel; Claim No. 38700; $275.41 in the Treasury of the United States. Fini Jenny, a/k/a Josefine Jenny; Claim No. 37222; $876.02 in the Treasury of the United States. All of Vorarlberg, Austria; August 12, 1950 (15 F. R. 5324).

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8767; Filed, Oct. 5, 1950; 8:51 a. m.]

[Return Order 758]

ANNA FERRANTINO

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Notice of Intention To Return Published, and Property

Anna Ferrantino, Porto D'Ischia, Naples, Italy; Claim No. 8868; August 18, 1950 (15 F. R. 5523); $11,440.38 in the Treasury of the United States. All right, title and interest of the Attorney General, as successor to the Alien Property Custodian, in and to Guaranteed First Mortgage Participation Certificate Number 53 of Series 101,529 issued by Lawyers Mortgage Company, New York, presently in liquidation by the State of New York Insurance Department, Liquidation Bureau, 160 Broadway, New York 7, N. Y.; evidenced by Trustees Receipt No. 63, dated May 15, 1944, in custody of the Office of Alien Property, 120 Broadway, New York, N. Y.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8768; Filed, Oct. 5, 1950; 8:51 a. m.]

[Return Order 759]

MARINA COLUSSI

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim Number, Notice of Intention To Return Published, and Property

Marina Colussi, 836 Fryer Street, Bridgeville, Pennsylvania; Claim No. 41960; August 25, 1950 (15 F. R. 5719); $2,310.78 in the Treasury of the United States. All right, title, interest and claim of any kind or character whatsoever of Girolamo Colussi and Marina Colussi, in and to the estate of Pacifico Colussi, deceased.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8769; Filed, Oct. 5, 1950; 8:51 a. m.]

RICHARD B. FRENKEL ET AL.

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of the publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property, and Location

Richard B. Frenkel, New York, N. Y.; Claim No. 37221; Helga Hilde Frenkel, New York, N. Y.; Claim No. 37675; Lili Frenkel, New York, N. Y.; Claim No. 41755; $2,904.16 in the Treasury of the United States of which the sum of $2,269.95 is returnable to Richard B. Frenkel; the sum of $30.81 returnable to Helga Hilde Frenkel; and the sum of $603.40 returnable to Lili Frenkel. One hundred twenty-five (125) shares of Nipissing Mines Company, Ltd., Capital Stock, par value $5.00 per share, Certificates No. 30997 for 25 shares and No. 33004 for 100 shares, registered in the name of S. Frankel (partnership), assigned in blank, and presently in the custody of the Safekeeping Department of the Federal Reserve Bank of New York, New York; 79% thereof to Richard B. Frenkel and 21% thereof to Lili Frenkel.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8771; Filed, Oct. 5, 1950; 8:51 a. m.]

[Return Order 760]

MARIUS PIOT

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, including all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof, be returned after adequate provision for taxes and conservatory expenses:

Claimant, Claim Number, Notice of Intention To Return Published, and Property

Marius Piot, Roanne, France; Claim No. 18399; August 25, 1950 (15 F. R. 5719); property described in Vesting Order No. 1028 (8 F. R. 4205, April 2, 1943) relating to United States Patent Application Serial No. 415,056 (now Patent No. 2,390,168). This return shall not be deemed to include the rights of any licensees under the above patent.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on October 2, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 50-8770; Filed, Oct. 5, 1950; 8:51 a. m.]

[Return Order 745]

SOCIETE ANONYME DES MANUFACTURES DES GLACES ET PRODUITS CHIMIQUES DE SAINT-GOBIAN, CHAUNY & CIREY

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, including all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof, be returned after adequate provision for taxes and conservatory expenses:

Claimant, Claim Numbers, Notice of Intention To Return Published, and Property

Societe Anonyme des Manufactures des Glaces et Produits Chimiques de Saint-Gobain, Chauny & Cirey,, Paris, France; Claims Numbers 26758-26765, inclusive, and 40458-40464, inclusive; July 6, 1950 (15 F. R. 4308); property described in the following Vesting Orders: No. 666 (8 F. R. 6047, January 18, 1943); No. 201 (8 F. R. 625, January 16, 1943); No. 1511 (8 F. R. 10526, July 28, 1943); No. 1986 (8 F. R. 12362, September 7, 1943); No. 293 (7 F. R. 9836, November 26, 1942); No. 721 (8 F. R. 2164, February 18, 1943); No. 1028 (8 F. R. 4205, April 2, 1943); No. 1553 8 F. R. 10582, July 29, 1943); No. 1825 (8 F. R. 10911, August 5, 1943); No. 68 (7 F. R. 6181, August 11, 1942), relating to United States Letters Patent, United States Patent Applications and patent contract interests identified in Schedule A attached hereto and made a part hereof, including cash in the Treasury of the United States in the amount of $128,971.93.

This Return shall not be deemed to include the rights of any licensees under the patents, patent applications or

patent contracts identified in Schedule A attached hereto.

In connection with this Return, claimant has furnished the Attorney General certain covenants contained in a letter dated May 10, 1950. These covenants are attached to the determination filed herewith as Exhibit A.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 29, 1950.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Assistant Attorney General,
Director, Office of Alien Property.

SCHEDULE A

Vested by Vesting Order No. 666: Patent Nos.—1,813,142, 1,824,347, 1,843,198, 1,859,862, 1,867,940, 1,892,458, 1,895,547, 1,928,196, 1,934,682, 1,941,924, 1,951,753, 1,955,952, 1,960,136, 1,992,994, 2,000,240, 2,018,056, 2,019,046, 2,023,275, 2,024,854, 2,037,228, 2,052,212, 2,069,261, 2,076,080, 2,085,575, 2,089,022, 2,097,073, 2,104,555, 2,104,557, 2,116,633, 2,119,680, 2,120,435, 2,122,083, 2,125,912, 2,136,877, 2,143,951, 2,164,418, 2,167,290, 2,167,318, 2,184,908, 2,214,123, 2,214,874, 2,225,616, 2,225,617, 2,236,231, 2,236,911, 2,250,628, 2,253,981, 2,262,545, 2,263,493, 2,263,549, 2,267,537, 2,277,678, 2,277,679, 2,278,722, 2,281,408, 2,293,948.

Vested by Vesting Order No. 201: Patent No. 2,062,228.

Vested by Vesting Order No. 1511: Patent No. 2,250,628.

Vested by Vesting Order No. 1986: Patent Nos. 1,833,297, 1,916,035.

Vested by Vesting Order No. 293: Patent application Serial Nos.—187,733; 265,886 (now Patent No. 2,301,062); 266,832 (now Patent No. 2,304,016); 275,989 (now Patent No. 2,348,823); 295,028; 295,029 (now Patent No. 2,293,948); 306,501 (now Patent No. 2,337,672); 333,410 (now Patent No. 2,382,379); 368,537 (now Patent No. 2,314,936); 409,751 (now Patent No. 2,342,733); 414,866 (now Patent No. 2,396,585); 414,756.

Vested by Vesting Order No. 721: Patent application Serial No. 401,909.

Vested by Vesting Order No. 1028: Patent application Serial No. 336,547 (now Patent No. 2,313,217).

Vested by Vesting Order No. 1553: Patent application Serial No. 306,415.

Vested by Vesting Order No. 1825: Patent application Serial No. 306,416.

Vested by Vesting Order No. 68: Patent application Serial No. 363,202 (now Patent No. 2,323,051).

All interests and rights (including all accrued royalties and other monies payable or held with respect to said interests and rights and all damages for breach of the agreements hereinafter described, together with the right to sue therefor) created in Societe Anonyme des Manufactures de Glaces et Produits Chimiques de St. Gobain, Chauny & Cirey, Lyon, France, by virtue of (1) an agreement as to patent rights and (2) an agreement as to importation, both dated June 1, 1933 (including all modifications thereof and supplements thereto, if any) by and between the said Societe Anonyme des Manufactures de Glaces et Produits Chimiques de St. Gobain, Chauny & Cirey and The American Securit Company, a corporation organized under the laws of the State of Delaware, including but not by way of limitation, any and all understandings between the parties, whether written or oral, with respect to the subject matter thereof, to the extent owned by Societe Anonyme des Manufactures de Glaces et Produits Chimiques de St. Gobain, Chauny & Cirey, immediately prior to the vesting thereof by Vesting Order No. 1511.

[F. R. Doc. 50-8766; Filed, Oct. 5, 1950; 8:50 a. m.]